

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1962

No. 54

THE WHITE MOTOR COMPANY, APPELLANT,

vs.

UNITED STATES.

**ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

FILED DECEMBER 21, 1962

PROBABLE JURISDICTION NOTED APRIL 23, 1962

SUPREME COURT OF THE UNITED STATES

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INDEX

	Original	Print
Record from the United States District Court for the Northern District of Ohio		
Amended complaint	1	1
Answer to amended complaint	8	7
Excerpts from answers of the defendant to plain- tiff's interrogatories	23	11
Deposition of Alfred Dixon Edgerton	52	14
Appearances	52	14
Cross examination	53	14
Plaintiff's motion for summary judgment	97	40
Excerpts from brief of defendant in opposition to plaintiff's motion for summary judgment	99	41
Memorandum on Government's motion for sum- mary judgment, Kalbfleisch, J.	184	49
Appendix "A"—Annual sale of White Truck by defendant	226	93
Final judgment proposed by plaintiff	227	94
Statement of defendant's disapproval of plain- tiff's proposed draft of judgment, etc.	232	98
Final judgment proposed by defendant	236	102
Final judgment	251	107

Record from the United States District Court for
the Northern District of Ohio—Continued

Notice of appeal to the Supreme Court of the
United States

Order noting probable jurisdiction

Exhibits:

Excerpts from Exhibit "A" to defendant's an-
swers to interrogatories—Information re
various "Selling Agreements"

256 112

258A 115

262 116

Plaintiff's Exhibit (Edgerton) 1—Distributor
Selling Agreement (F-626 1-55) between de-
fendant and John L. Boitano White Truck
Sales of Petaluma, California

2423 423

Plaintiff's Exhibit (Edgerton) 17—Direct Key
Dealer Selling Agreement (F-631) between
defendant and Regalia Machine Works of
Napa, California

2803 454

Plaintiff's Exhibit (Edgerton) 21—Direct
Dealer Selling Agreement (F-627) between
defendant and Harold Anderson D B A
Harold Anderson Garage of Wilmar, Minne-
sota

2845 462

Plaintiff's Exhibit (Edgerton) 25—Key Dealer
Selling Agreement (F-682) between Distrib-
utor Baumert-Moran Sales Co., Inc., of Hart-
ford, Connecticut, and Samuel Fishkin &
Son, Inc., of New London, Connecticut

2882 471

Plaintiff's Exhibit (Edgerton) 33—Dealer Sell-
ing Agreement (F-713) between Distributor
Poplar White Truck & Equipment Company
of Erie, Pennsylvania, and Roy S. Carlson
of Edinboro, Pennsylvania

2984 481

Plaintiff's Exhibit (Edgerton) 35—Metropoli-
tan Dealer Selling Agreement (F-604) be-
tween Distributor Parker White Trucks,
Inc., of Rochester, New York, and Martin
Tones of Poughkeepsie, New York

3010 491

Plaintiff's Exhibit (Edgerton) 36—Defen-
dant's distribution system

3022 503

[fol. 1]

[File endorsement omitted]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

Civil Action No. 34593

UNITED STATES OF AMERICA, Plaintiff,

v.

THE WHITE MOTOR COMPANY, Defendant.

AMENDED COMPLAINT—Filed March 28, 1960

The United States of America, by its attorneys, acting under the direction of the Attorney General of the United States, brings this civil action against the above-named defendant and complains and alleges as follows:

I.

Jurisdiction and Venue

1. This complaint is filed and these proceedings are instituted under Section 4 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209 (15 U.S.C. Sec. 4), as amended, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, in order to prevent and restrain continuing violations by the defendant, as hereinafter alleged, of Sections 1 and 3 of the Sherman Act.

2. The defendant maintains executive offices, transacts business and is found within the Northern District of Ohio.

II.

Description of Defendant

3. The White Motor Company (hereinafter referred to as "White"), a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 842 East 79th Street, Cleveland, Ohio, is hereby made a defendant herein.

[fol. 2]

III.

Description of Co-Conspirators

4. The franchised distributors and franchised dealers in White trucks and White parts, not made defendants herein, have participated as co-conspirators in the violations of Sections 1 and 3 of the Sherman Act as hereinafter charged. These co-conspirators are franchised distributors of White trucks and White parts who have signed a "Distributor Selling Agreement" with White and franchised dealers of White trucks and White parts who have signed a "Key Dealer Selling Agreement," a "Metropolitan Dealer Selling Agreement," a "Dealer Selling Agreement," a "Direct Key Dealer Selling Agreement," a "Direct Metropolitan Dealer Selling Agreement," or a "Direct Dealer Selling Agreement," with White.

5. The aforesaid franchised distributors and franchised dealers are also parties with White to the unlawful contracts, agreements and understandings in violation of Sections 1 and 3 of the Sherman Act, as hereinafter charged.

6. The acts alleged in this complaint to have been done by each of the co-conspirators and White were authorized, ordered, or done by the officers, directors, agents, or employees of said co-conspirators or White.

IV.

Definitions

7. "White trucks" as used herein, means new trucks, including chassis, equipment and accessories mounted thereon sold under the name of "White" or "Autocar" and manufactured by White at Cleveland, Ohio, Exton, Pennsylvania, and Springfield, Ohio.

8. "White parts," as used herein, means new truck parts suitable for White trucks and manufactured by White or manufactured by others for White.

[fol. 3] 9. "Franchised distributor," as used herein, means a person, firm or corporation franchised by White as a distributor of White trucks and White parts to franchised dealers and others.

10. "Franchised dealer," as used herein, means a person, firm or corporation franchised by a franchised distributor, with the approval of White, as a retail seller of White trucks and White parts, and includes a "Key Dealer," a "Metropolitan Dealer," and a "Dealer," and a person, firm, or corporation franchised directly by White as a retail seller of White trucks and White parts and includes a "Direct Key Dealer," a "Direct Metropolitan Dealer," and a "Direct Dealer."

11. "Exclusive territory," as used herein, means each separate and distinct geographical area designated in each franchised agreement between White and its franchised distributors and directly franchised dealers and between each franchised distributor and its franchised dealers.

V.

Nature of Trade and Commerce

12. White trucks and White parts are manufactured by White at Cleveland, Ohio, Exton, Pennsylvania, and Springfield, Ohio, and are sold by White to over 200 franchised distributors, over 12 directly franchised dealers, and certain specified accounts designated by White as "National Accounts" and "Government Sales," located throughout the United States and the District of Columbia.

13. White trucks and White parts, purchased from White by franchised distributors, are resold by such franchised distributors to over 80 franchised dealers and others, located throughout the United States and the District of Columbia. White trucks and White parts purchased by franchised dealers from White, and from franchised distributors, are resold by such franchised dealers to consumers located throughout the United States and the District of Columbia.

[fol. 4]. 14. There is a continuous flow in interstate trade and commerce of White trucks and White parts from the plants of White in Ohio and Pennsylvania through franchised distributors and franchised dealers to consumers located throughout the United States and the District of

Columbia, and from such plants directly to certain specified accounts designated by White as "National Accounts" and "Government Sales," located throughout the United States and the District of Columbia.

15. White is one of the leading United States manufacturers of medium to heavy duty trucks and parts therefor. The total average wholesale value of White trucks and White parts sold by White in 1955, 1956, and 1957 exceeded \$200,000,000 per annum. The total average wholesale value of White trucks and White parts sold by White to its franchised distributors and franchised dealers in 1955, 1956, and 1957 exceeded \$85,000,000 per annum.

VI.

Offenses Charged

Violations of Sections 1 and 3 of the Sherman Act.

16. Beginning on or about January 1, 1955, and continuing up to and including the date of the filing of this complaint, White and the co-conspirators have been and now are engaged in a combination and conspiracy, and have been and are now parties to unlawful contracts, agreements and understandings, in unreasonable restraint of the hereinabove described trade and commerce in White trucks and White parts, in violation of Sections 1 and 3 of the Sherman Act (15 U.S.C. §§ 1 and 3).

17. The unlawful combination and conspiracy has consisted of a continuing agreement and concert of action among White and the co-conspirators, the substantial terms of which have been and are that:

- (a) Each franchised distributor will sell White trucks to those customers and franchised dealers only who [fol. 5] have a place of business or purchasing headquarters within the exclusive territory assigned by White to such franchised distributor, and each franchised dealer will sell White trucks to those customers only who have a place of business or purchasing headquarters within the exclusive territory assigned to such franchised dealer by its franchised distributor or by White;

- (b) Franchised distributors and franchised dealers selling White trucks outside their exclusive territories must pay the franchised distributor or franchised dealer in whose exclusive territory such White trucks are first registered or placed in initial service a specified amount of money for violation of said exclusive territory;
- (c) Franchised distributors and franchised dealers will not sell White trucks to others for resale;
- (d) Franchised distributors and franchised dealers will not sell White trucks to any Federal or State Government or any department or political subdivision thereof, such customers being reserved exclusively by White for its direct sales;
- (e) Franchised distributors will sell White trucks and White parts to franchised dealers at prices fixed by White;
- (f) Franchised distributors and franchised dealers will sell White parts to customers designated by White as "National Accounts," and "Fleet Accounts" and Federal and State Governments at prices fixed by White.

18. The unlawful contracts, agreements and understandings referred to in paragraph 16 of this complaint are among White and the co-conspirators and embody the substantial terms of the unlawful combination and conspiracy as set forth in subparagraphs (a) to (f), inclusive, of the [fol. 6] preceding paragraph of this complaint.

19. For the purpose of carrying out the aforesaid unlawful combination and conspiracy and the aforesaid unlawful contracts, agreements, and understandings, White and the co-conspirators by agreement and concert of action have done the things which as hereinabove alleged they conspired and agreed to do.

20. White is continuing and will continue the offenses alleged in paragraphs 16, 17, 18, and 19 of this complaint unless the relief hereinafter prayed for is granted.

VII. Effects

21. The unlawful combination and conspiracy and the unlawful contracts, agreements and understandings hereinbefore described have had the following effects, among others:

- (a) Wholesale prices of White trucks and White parts and retail prices of White parts have been fixed at arbitrary and non-competitive levels;
- (b) Competition among franchised distributors and franchised dealers of White trucks and White parts has been eliminated;
- (c) Franchised distributors and franchised dealers of White trucks have been prevented from selling such trucks owned by them to purchasers of their own choice.

Prayer

Wherefore, the Plaintiff Prays:

1. That the aforesaid combination and conspiracy, and the aforesaid contracts, agreements and understandings among White and the co-conspirators in restraint of the trade and commerce hereinabove described in White trucks and White parts be adjudged and decreed to be unlawful [fol. 7] and in violation of Sections 1 and 3 of the Sherman Act;

2. That White and its officers, directors, agents and employees, and all persons acting or claiming to act on its behalf, be perpetually enjoined from continuing, reviving or renewing the aforesaid combination and conspiracy and the aforesaid contracts, agreements and understandings, and from engaging in practices having the purpose or effect of continuing, reviving or renewing any similar violations of the Sherman Act;

3. That White and its officers, directors, agents and employees and all persons acting or claiming to act on its behalf, be perpetually enjoined from imposing or attempt-

ing to impose any limitation or restriction on the prices at which, the persons to whom, or the territories within which distributors or dealers of White trucks or White parts may sell such products;

4. That White be required to notify and advise all of its distributors and dealers that they may sell White trucks and White parts at such prices, to such persons, and in such areas as they may choose;

5. That White be required to revise its distributor and dealer contracts, arrangements and understandings so as to conform to the provisions of the judgment entered in this cause;

6. That the plaintiff have such other and further relief as the nature of the case may require and the Court may deem just and proper;

7. That the plaintiff recover its taxable costs.

William P. Rogers, Attorney General, Robert A. Bicks, Acting Assistant Attorney General, Charles L. Whittinghill, Attorney, Department of Justice, Leo A. Roth, Attorney, Department of Justice, Robert B. Hummel, Frank B. Moore, Jr., John D. Shaw, Jr., Attorneys, Department of Justice.

[fol. 8]

[File endorsement omitted]

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF OHIO

EASTERN DIVISION

[Title omitted]

ANSWER TO AMENDED COMPLAINT—Filed April 5, 1960

Now comes the above named defendant, The White Motor Company, and, for its answer to the plaintiff's Amended Complaint in this case filed, says:

1. This defendant admits that the Amended Complaint herein purports to be filed and these proceedings purport to be instituted under Section 4 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209 (15 U. S. C. Sec. 4), as amended, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies", commonly known as the Sherman Act; and this defendant denies each and every other allegation contained in paragraph 1 of the Amended Complaint.

2. This defendant admits the allegations contained in paragraph 2 of the Amended Complaint.

3. This defendant admits the allegations contained in paragraph 3 of the Amended Complaint.

4. This defendant denies each and every allegation contained in paragraph 4 of the Amended Complaint.

5. This defendant denies each and every allegation contained in paragraph 5 of the Amended Complaint.

6. This defendant denies each and every allegation contained in paragraph 6 of the Amended Complaint.

7. This defendant admits that the plaintiff may define, as in paragraph 7 of the Amended Complaint set forth, the term "White trucks" as used in the Amended Complaint; but this defendant denies that any trucks, chassis, [fol. 9] equipment or accessories are manufactured at Springfield, Ohio.

8. This defendant admits that the plaintiff may define, as in paragraph 8 of the Amended Complaint set forth, the term "White parts" as used in the Amended Complaint.

9. This defendant admits that the plaintiff may define, as in paragraph 9 of the Amended Complaint set forth, the term "franchised distributor" as used in the Amended Complaint.

10. This defendant admits that the plaintiff may define, as in paragraph 10 of the Amended Complaint set forth, the term "franchised dealer" as used in the Amended Complaint.

11. This defendant admits that the plaintiff may define, as in paragraph 11 of the Amended Complaint set forth, the term "exclusive territory" as used in the Amended Complaint.

12. This defendant admits that White trucks and White parts are manufactured by The White Motor Company at Cleveland, Ohio, and Exton, Pennsylvania, and are sold throughout the United States and the District of Columbia by The White Motor Company to over 200 distributors, and by The White Motor Company directly to over 12 dealers, and to companies sometimes called "National Accounts", and to governmental divisions, such sales being sometimes called "Government Sales"; and this defendant denies each and every allegation contained in paragraph 12, of the Amended Complaint not heretofore admitted.

13. This defendant admits that White trucks and White parts, purchased from The White Motor Company by distributors, are resold by such distributors to over 80 dealers and others located throughout the United States and the District of Columbia, and that White trucks and White parts purchased by dealers from The White Motor Company and from distributors are resold by such dealers to consumers located throughout the United States and the District of Columbia.

14. This defendant admits that there is a continuous flow in interstate trade and commerce of White trucks and White parts from the plants of The White Motor Company in Ohio and Pennsylvania through distributors and dealers to consumers located throughout the United States and the [fol. 10] District of Columbia and from The White Motor Company's manufacturing plants and sales and service branches directly to consumers located throughout the United States and the District of Columbia, some of which are sometimes called "National Accounts" and the sales to some of which are sometimes called "Government Sales".

15. This defendant admits that The White Motor Company is one of the best-known United States manufacturers of medium to heavy duty trucks and parts therefor, and that the total average wholesale value of White trucks and

White parts sold by The White Motor Company to its distributors and dealers in 1956 and 1957 exceeded \$85,000,000 per annum; and this defendant denies each and every allegation contained in paragraph 15 of the Amended Complaint which is not hereinabove admitted.

16. This defendant denies each and every allegation contained in paragraph 16 of the Amended Complaint.

17. This defendant denies each and every allegation contained in paragraph 17 of the Amended Complaint.

18. This defendant denies each and every allegation contained in paragraph 18 of the Amended Complaint.

19. This defendant denies each and every allegation contained in paragraph 19 of the Amended Complaint.

20. This defendant denies each and every allegation contained in paragraph 20 of the Amended Complaint.

21. This defendant denies each and every allegation contained in paragraph 21 of the Amended Complaint.

John H. Watson, Jr., John T. Scott, 1649 Union Commerce Building, Cleveland, Ohio, Attorneys for Defendant, The White Motor Company.

M. B. & H. U. Johnson, 1649 Union Commerce Building, Cleveland, Ohio, Of Counsel.

I certify that on this 5th day of April, 1960, I personally served a copy of the foregoing on counsel for the plaintiff.

James M. Porter.

[Vol. 23]

[File endorsement omitted]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

[Title omitted]

EXCERPTS FROM ANSWERS OF THE DEFENDANT TO
PLAINTIFF'S INTERROGATORIES Filed December 1, 1958

The defendant, The White Motor Company, by A. D. Edgerton, its Secretary, answers the Interrogatories served on it by the plaintiff on August 19, 1958, as follows:

Interrogatory 1

The name and address of each person who, at any time since January 1, 1954, has operated under a selling agreement with The White Motor Company or, so far as The White Motor Company knows, under a selling agreement with a distributor selling under a selling agreement with The White Motor Company, to distribute and or deal in White trucks and/or White parts, are set forth in Exhibit A hereunto attached and hereby made a part hereof.

Interrogatory 2

(a) The date when each selling agreement hereinabove referred to in the answer to Interrogatory 1 was executed, and, if terminated, the date of termination thereof, are set forth in Exhibit A hereunto attached and hereby made a part hereof, subject to the following explanations and qualifications: The date filled in on the pages in said Exhibit A at the end of the line reading "2 (a) Date of Contract or Assumption Thereof" is the date on which the agreement was made by the defendant, or, if the agreement was not originally made by the defendant, the date of the assumption of the agreement by the defendant. Wherever no date is stated on the pages in said Exhibit A at the end of the line reading "2 (a) Termination Date of Contract", the agreement was not terminated and was still in effect on August

19, 1958, unless a date is filled in at the end of the line reading "[fol. 24] ing "Contract Replaced by Contract with Diamond T Motor Truck Company on" or at the end of the line reading "Contract Replaced by New Contract on", as the case may be. Wherever no date is stated on the pages in said Exhibit A at the end of the line reading "Termination Date of Contract with Diamond T Motor Truck Company", or at the end of the line reading "Termination Date of New Contract", as the case may be, such agreement, if any, had not been terminated and was still in effect on August 19, 1958. The phrase "Termination Date of Contract", wherever used on the pages of Exhibit A, means the date when the agreement was terminated and not necessarily a date of termination provided for in the agreement. Diamond T Motor Truck Company is a wholly owned subsidiary of the defendant.

(b) The selling territory assigned in each of the selling agreements hereinabove referred to in the answer to Interrogatory 1 is set forth in Exhibit A herunto attached and made a part hereof. Wherever no territory is stated on the pages in said Exhibit A after or underneath the line "2 (b) Selling Territory Assigned:", there was no assignment of selling territory.

(c) The distributors marketing trucks of the defendant's White Division (who also market trucks of the defendant's Autocar Division) have authority by virtue of their written selling agreements to sell such trucks to the defendant's branches and approved distributors and direct key dealers and direct dealers and distributor's key dealers and dealers, for resale. The direct key dealers and direct dealers marketing trucks of the White and Autocar Divisions of the defendant are authorized by virtue of their written selling agreements to sell such trucks to the defendant's branches and approved distributors and direct dealers and distributor's key dealers and dealers, for resale. The distributors marketing products of the defendant's Reo Division have authority by virtue of their written selling agreements to sell Reo Division trucks for resale. The Reo Division has no dealers except its "distributors". The dealers marketing products sold by Diamond T Motor Truck Company have

authority by virtue of their written selling agreements to sell Diamond T Division motor trucks for resale.

(d) The written selling agreements of the defendant do not grant written authority to its distributors or dealers to sell to Federal or State government agencies trucks manufactured or sold by the defendant, in the absence of specific written authority to do so. A list of sales made by [fol. 25] the defendant's distributors or dealers to Federal and State government agencies by authorization of the defendant during the period from January 1, 1954, to August 19, 1958, is set forth in Exhibit B hereunto attached and hereby made a part hereof.

(e) The distributors and dealers selling defendant's trucks have a right under their written selling agreements to sell the defendant's trucks to "national accounts" or "fleet accounts". Exhibit C hereunto attached and hereby made a part hereof contains a list of the sales made, during the period from January 1, 1954, to July 31, 1958, by the defendant's distributors or dealers to "national accounts" of which the defendant has knowledge, but there may be many such sales of which the defendant has no knowledge. The defendant has no knowledge as to the innumerable sales made by distributors or dealers to "fleet accounts" during the aforesaid period.

(f) So far as the officers of the defendant know or have been able to ascertain, the defendant, during the period from January 1, 1954, to August 19, 1958, has not refused to grant written authority to any of its distributors or dealers to sell the defendant's trucks for resale, or to a Federal or State government agency, or to a "national account" or to a "fleet account".

[fol. 52] [File endorsement omitted]

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION
Civil Action No. 34,593

UNITED STATES OF AMERICA, Plaintiff,

vs.

THE WHITE MOTOR COMPANY, Defendant.

**Deposition of Alfred Dixon Edgerton—
Filed October 16, 1959**

Deposition of Alfred Dixon Edgerton taken pursuant to agreement at 604 Public Square Building, Cleveland, Ohio, on Thursday, July 23, 1959, commencing at 10:00 a. m., before Martin Finem, a Notary Public in and for the State of Ohio.

APPEARANCES:

Department of Justice, Antitrust Division, by
Frank B. Moore and
John D. Shaw,

Attorneys on behalf of Plaintiff.

M. B. & H. H. Johnson:
John T. Watson, Jr., of counsel,
Attorneys for Defendant.

[fol. 53] ALFRED DIXON EDGERTON of lawful age, a witness called for cross examination by the plaintiff, being by me first duly sworn, hereinafter certified, was examined and testified as follows:

Cross examination.

By Mr. Moore:

Q. Would you kindly state your name, sir?

A. My name is Alfred Dixon Edgerton.

Q. What is your residence address?

A. 13980 Edgewater Drive, Lakewood 7, Ohio.

Q. Your business address?

A. 842 East 79th Street, Cleveland, Ohio.

Q. Mr. Edgerton, with whom are you employed?

A. The White Motor Company.

Q. How long have you been so employed?

A. Approximately 20 years.

Q. What is your present position with The White Motor Company?

A. I am secretary of The White Motor Company.

Q. For what period of time have you been secretary?

A. Since March, 1958.

Q. Prior to March, 1958, what was your position?

A. I was assistant secretary starting in 1947 until the time of becoming secretary. I was assistant secretary and also had duties as resident counsel and patent attorney (fol. 54). Q. During the period of time in which you were assistant secretary of The White Motor Company, who was secretary?

A. Mr. Paul Rice was secretary.

I am not sure about the dates. In 1947, when I first became assistant secretary, it was Mr. William Searles, and I believe it was '49 that he retired and that Mr. Paul Rice became secretary. I am not quite certain. It is about that time, though.

Q. During the period of time Mr. Rice was secretary and you were assistant secretary, were you his immediate assistant?

Let me rephrase the question, please. Was he your immediate supervisor?

A. Yes.

Q. Is it correct that Mr. Rice is presently deceased?

A. That's correct.

Q. When did he die?

A. March of 1958. I don't have the exact date.

Q. To your knowledge, is there a specific official at The White Motor Company who is charged with the responsibility of the custody of agreements and contracts involving The White Motor Company?

A. The secretary is officially charged with the custody

of agreements and documents of The White Motor Company.

[fol. 55] Q. As assistant secretary, was that also your responsibility?

A. Merely an ancillary responsibility; it was not full.

Q. You were served with a subpoena to produce certain documents. Do you have those documents with you, Mr. Edgerton?

A. Yes, I do.

Q. Do you have all of them?

A. Yes.

Mr. Moore: At this point, with your indulgence, Mr. Watson, I would like Mr. Shaw to take the documents.

Mr. Watson: Yes.

Mr. Shaw: Mr. Watson, we are going to have Mr. Edgerton to give us these documents so we can mark them for identification.

Mr. Watson: Yes.

Mr. Shaw: We will ask for them in the order in which they have been subpoenaed.

Mr. Watson: Surely.

Mr. Shaw: We will start with the distributors first, Mr. Edgerton, and if you have the agreement for a John L. Boitano, I will take that one.

The Witness: Can I ask a question off the record?

(Discussion off the record.)

[fol. 56] Mr. Moore: Stipulation of authenticity.

The documents submitted in the taking of a deposition of A. D. Edgerton on July 23, 1959, and marked Plaintiff's Exhibits Edgerton 1 through 23, inclusive, are true copies of original agreements between The White Motor Company and the distributor, direct key dealer, or direct dealer whose name appears as party to each such agreement.

Each such exhibit may be offered in evidence during the trial of this case as if it were the authenticated original. Any objection for want of authentication or for want of production of the original is waived but no stipulation is being made as to the admissibility of all or any part of any exhibit, over objection on any other ground.

By Mr. Shaw:

Q Mr. Edgerton, we will now take those agreements that you submitted in response to the subpoena listed under "Distributors" and we will take them one by one. The first one we will take is John L. Boltano.

A. Do you want to read the date off, too, so we can identify them, because there are a few errors in dates?

Q. January 1, 1955.

A. Yes.

[fol. 57] Mr. Shaw: This will be marked Plaintiff's Exhibit Edgerton 1.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 1.)

By Mr. Moore:

Q. I would like to ask this. The subpoena asked for those documents including price lists, appendices, and amendments.

A. The price lists are not here because we do not maintain or hold the price lists in the file. The price list has a stub, and the stub is signed by the distributor showing that he received it, and we keep that on file.

Q. But any amendments to that agreement would be included?

A. Amendments right to the present are here.

Mr. Shaw: Coomer Sales, Inc., January 2, 1958. This will be marked Plaintiff's Exhibit Edgerton No. 2.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 2.)

Mr. Shaw: The next one will be Gary White Sales & Service, Inc., January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 3.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 3.)

Mr. Shaw: Willey White Truck Company, January 1, [fol. 58] 1955. This will be marked Plaintiff's Exhibit Edgerton 4.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 4.)

Mr. Shaw: Fremont White Truck Sales & Service, July 2, 1936. This will be marked Plaintiff's Exhibit Edgerton 5.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 5.)

Mr. Shaw: Sutton-White Truck Company, January 2, 1957. This will be marked Plaintiff's Exhibit Edgerton 6.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 6.)

Mr. Shaw: Condon Motor Company, Inc., January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 7.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 7.)

Mr. Shaw: Dermody White Truck Company, Inc., March 25, 1958.

The Witness: Here there obviously is a typographical error or something because the contract that we have is [fol. 59] dated January 1, 1955. We have no such contract for March 25, 1958.

Mr. Watson: We thought that was a clerical mistake so we brought this one.

Mr. Moore: Where is the dealer or distributor location?

The Witness: State of Michigan, Grand Rapids.

Mr. Watson: We did exactly what you are going to do,

Mr. Moore: We checked it up to see whose mistake it was.

Mr. Moore: Would you repeat your remark with regard to that?

The Witness: The contract that we have in the file relating to Dermody White Company, Inc., is dated January 1, 1955, not March 25, 1958.

Mr. Moore: There has been no contract to replace that one.

The Witness: No.

Mr. Moore: We will accept the document you are producing in lieu of the one that we requested by date.

Mr. Watson: I think it is just a clerical mistake.

Mr. Moore: Yes, by us.

[fol. 60] Mr. Watson: Yes, in typewriting.

Mr. Moore: Yes.

Mr. Shaw: This will be marked Plaintiff's Exhibit Edgerton 8.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 8.)

Mr. Shaw: Bracken Company of New Hampshire, Inc., August 1, 1956.

The Witness: The contract we have in our file is dated August 23, 1956.

Mr. Moore: We will accept that agreement.

Mr. Shaw: This will be marked Plaintiff's Exhibit Edgerton 9.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 9.)

Mr. Shaw: North Jersey White Autocar, Inc., January 1, 1956. This will be marked Plaintiff's Exhibit Edgerton 10.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 10.)

Mr. Shaw: Midway Garage & Service, Inc., July 1, 1956. This will be marked Plaintiff's Exhibit Edgerton 11.

[fol. 61] (The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 11.)

Mr. Shaw: Ringler Motors, Inc., January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 12.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 12.)

Mr. Shaw: Carl Mayr d.b.a. Poplar White Equipment Company, January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 13.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 13.)

Mr. Shaw: Baumert-Moran Sales Company, Inc., January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 14.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 14.)

Mr. Shaw: Perry Fay Motors, Inc., January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 15.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 15.)

Mr. Shaw: Parker White Trucks, Inc., January 1, 1955. [fol. 62] This will be marked Plaintiff's Exhibit Edgerton 16.

(The document was marked, for identification, Plaintiff's Exhibit Edgerton 16.)

Mr. Shaw: Mr. Edgerton, we will now accept the direct key dealer agreements. Regalia Machine Works, April 1, 1956.

The Witness: The date on our contract, our file is July 16, 1956, as to Regalia Machine Works.

Mr. Moore: That is the latest agreement you have with them?

The Witness: Yes.

Mr. Moore: We will accept that.

Mr. Shaw: This will be marked Plaintiff's Exhibit Edgerton 17.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 17.)

Mr. Watson: You know that is the latest, do you?

The Witness: Yes, because it has the amendments in here. That is right.

Mr. Shaw: Raftery's Garage, January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 18.

(The document referred to was marked, for identification, [fol. 63] Plaintiff's Exhibit Edgerton 18.)

Mr. Shaw: King White Truck Sales, July 1, 1958. This will be marked Plaintiff's Exhibit Edgerton 19.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 19.)

Mr. Shaw: Mr. Edgerton, we will now take the direct dealers' agreements.

Carl Anderson, d.b.a. Harold Anderson Garage, January 1, 1955.

The Witness: Off the record?

Mr. Moore: Yes.

(Discussion off the record.)

Mr. Shaw: The last agreement we take under the direct key dealers will be Bailey White Trucks. We will take that agreement now rather than Harold Anderson. This will be marked Plaintiff's Exhibit Edgerton 20.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 20.)

Mr. Shaw: Mr. Edgerton, we will go to the direct dealers now. Harold Anderson d.b.a. Harold Anderson Garage, January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 21.

(The document referred to was marked, for identification, [fol. 64] tion, Plaintiff's Exhibit Edgerton 21.)

Mr. Shaw: L. C. Hudson & Company, Inc., January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 22.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 22.)

Mr. Shaw: West End Auto Sales & Service, January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 23.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 23.)

Mr. Moore: Off the record.

(Discussion off the record.)

Mr. Moore: The documents submitted in the taking of a deposition of A. D. Edgerton on July 23, 1959, and marked Plaintiff's Exhibits Edgerton 24 through 35, inclusive, are true copies of original agreements approved by The White

Motor Company as indicated thereon between the distributor and key dealer, dealer, or metropolitan dealer whose names appear as parties to each such agreement.

Each such exhibit may be offered in evidence during the trial of this case as if it were the authenticated original. Any objection for want of authentication or for want of production of the original is waived but no stipulation is [fol. 65] being made as to the admissibility of all or any part of any exhibit over objection on any other ground.

Mr. Shaw: Mr. Edgerton, we will now take the key dealer agreements, Ochoa Bros., January 1, 1957.

The Witness: Could I ask a question off the record?

(Discussion off the record.)

Mr. Shaw: Mr. Edgerton, we will take the key dealer agreement between the Sutton-White Truck Company and Ochoa Bros., and this will be marked as Plaintiff's Exhibit Edgerton 24.

(The exhibit referred to was marked, for identification, Plaintiff's Exhibit Edgerton 24.)

The Witness: The date being January 1, 1957.

Mr. Shaw: We will now take the agreement between Baumert-Moran Sales Company, Inc., and Samuel Fishkin & Son, Inc., dated January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 25.

(Document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 25.)

Mr. Shaw: Condon Motor Company and Sibley Sales & Service.

The Witness: Condon Motor Company and Sibley Sales [fol. 66] & Service, January 1, 1955.

Mr. Shaw: This will be marked Plaintiff's Exhibit Edgerton 26.

(Document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 26.)

Mr. Shaw: We will now take the agreement between Dermody White Truck Company, Inc., and N & K Service

& Parts Company, January 24, 1957. This will be marked Plaintiff's Exhibit Edgerton 27.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 27.)

Mr. Shaw: The agreement between Bracken Company of New Hampshire, Inc., and the Decato Motor Sales, Inc., August 1, 1956. This will be marked Plaintiff's Exhibit Edgerton 28.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 28.)

Mr. Shaw: The agreement between North Jersey White Autocar, Inc., and D. A. Motors, January 1, 1956. This will be marked Plaintiff's Exhibit Edgerton 29.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 29.)

Mr. Shaw: The agreement between Midway Garage & [fol. 67] Service, Inc., and Russell F. Dryfuse, d.b.a. Madison Motor Service, July 1, 1956. This will be marked Plaintiff's Exhibit Edgerton 30.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 30.)

Mr. Shaw: The agreement between Ringler Motors, Inc., and J. P. McNelly Company, October 1, 1957. This will be marked Plaintiff's Exhibit Edgerton 31.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 31.)

Mr. Shaw: Perry Fay Motors, Inc., and B & W Garage, dated January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 32.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 32.)

Mr. Shaw: We will now take the dealers' agreements, Mr. Edgerton.

Poplar White Truck & Equipment Company and Roy S. Carlson, January 1, 1955. This will be marked Plaintiff's Exhibit Edgerton 33.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 33.)

Mr. Shaw: We will now take the metropolitan dealers' agreements. The agreement between Perry Fay Motors, [fol. 68] Inc., and White Motor Service, dated December 15, 1957.

The Witness: Correction. It is White's Motor Service and not White Motor Service.

Mr. Shaw: That's correct. That is typed in there.

The Witness: Yes. The date that we have in our contract is November 27, 1957. However, it was signed and executed on the 15th of December. That's correct.

Mr. Shaw: The date is December 15, 1957, and that is correct.

The Witness: That is correct.

Mr. Shaw: This will be marked Plaintiff's Exhibit Edgerton 34.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 34.)

Mr. Shaw: The agreement between Parker White Trucks, Inc., and Martin Tones dated October 1, 1956. This will be marked Plaintiff's Exhibit Edgerton 35.

(The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 35.)

By Mr. Moore:

Q. Mr. Edgerton, I hand you a document which has been [fol. 69] marked Plaintiff's Exhibit Edgerton 1 and ask you what that document is.

A. This document appears to be a distributor's selling agreement between The White Motor Company and John L. Boitano, White Truck Sales, No. 1 Bridge Street, Petaluma, California.

Q. I would ask you to turn that document over on the reverse side, the back page, and directing your attention to the lower left-hand corner, I ask you what you observe there.

A. I see F-626155.

Q. Do you know what that number signifies?

A. I don't know what F-626-155 actually signifies. I can guess.

Q. We will be happy to have you state what you think that number signifies, Mr. Edgerton.

A. I believe it indicates it is a form number that is used in our print shop indicating the form number and the date of printing.

Q. Do you maintain your own print shop at The White Motor Company?

A. Yes, we maintain a print shop.

Q. That form number which I believe was F-626-155—is that what you read?

A. Yes.

Q. Do you know if that form number appears on all [fol. 70] distributor selling agreements?

A. I have no knowledge.

Q. And are all your distributor selling agreements on printed forms?

A. To my personal knowledge, I don't know.

Q. Do you know if there are any distributor selling agreements which are not on a printed form?

A. I don't know.

Q. Is there any individual in your company who would be qualified to state that?

A. I believe that the director of the Wholesale Division would be more likely to know the answer than I would.

Q. Do you know how many distributor selling agreements are on forms marked F-626-155?

A. No.

Q. To your knowledge, does paragraph 2 as appears in the document marked Plaintiff's Exhibit Edgerton 1 appear in all of your distributor selling agreements?

Mr. Watson: I don't see how the witness can answer that unless he has read them all.

A. The ones that I have given you that I have seen, yes; but I haven't read them all.

Mr. Moore: I will give the reporter a document which I would like to have marked Plaintiff's Exhibit 36.

[fol. 71] (The document referred to was marked, for identification, Plaintiff's Exhibit Edgerton 36.)

Q. Mr. Edgerton, I show you Plaintiff's Exhibit Edgerton No. 36 and ask you if you can identify that document.

A. Yes. I recognize this as a graphic representation of our distribution system as asked for by the Federal Bureau of Investigation, I believe it was, some time in 1957, whereby this information was compiled and put in graphic form and turned over to the Department of Justice through I believe the FBI investigation.

Q. Mr. Edgerton, do you know who compiled the information to prepare that chart?

A. It was compiled in the normal course of business by the clerks and the people in the Department of the Wholesale Division in the normal course of business.

Q. Did you have any connection with the preparation of that chart?

A. No, I just looked it over.

Q. Would you be able to state what the number is that appears in the upper left-hand box on that chart below the words "Distributor Agreement"?

A. The number is 209.

Q. Do you know what that number means?

[fol. 72] A. That would mean as of the date that this was compiled, it would indicate that we had 209 distributors under selling agreements.

Q. Under selling agreements?

A. Yes, under agreement.

Q. Do you use a standard printed form of agreement with your distributors?

A. I don't know in all cases. In the case I am looking at, that is the standard printed form.

Q. Do you know who was responsible for the language which is in the standard printed form before you?

A. I have no idea.

Q. Do you know how long this standard printed form has been in use by The White Motor Company?

A. This specific form here?

Q. Yes.

A. No, I really don't know.

Q. Has it been in existence since you have been secretary of The White Motor Company?

A. This is a printed form—well, let's see. Will you read that question again?

Mr. Moore: Read it, please.

(Question read.)

A. A form similar to this that I am looking at now has [fol. 73] been in existence since I have been secretary, since 1958.

Q. Would you state where that form is prepared?

A. I don't know if I understand what you mean, prepared.

Q. Well, where is it printed?

A. A form, not this form, a form is printed in our White Motor print shop, Cleveland, Ohio.

Mr. Moore: I would like to take a five-minute recess with Mr. Shaw if you gentlemen don't mind.

Mr. Watson: Yes.

(Recess had.)

By Mr. Moore:

Q. At the risk of being redundant, I will ask you this again. Perhaps I have already asked you this question, whether you know how many distributor selling agreements are on printed forms identical to Plaintiff's Exhibit Edgerton 1.

A. I can't answer that. I don't know.

Q. Would there be anyone in The White Motor Company who would know?

A. I really don't know. It is quite a difficult question to answer. The magnitude of it, I don't know of anyone personally who would.

Mr. Watson: I don't think there is anybody. I think they have to read the whole ball of wax, but you see from your [fol. 74] sampling, of course, this is a common form.

Mr. Moore: It would appear then that the only determination that could be made would be to have all the contracts examined, is that correct?

Mr. Watson: I think somebody would have to read them all through because I am pretty sure that there would be some differences.

Mr. Moore: In the printed forms?

Mr. Watson: Yes, there would be a difference in the printed forms.

Is your inquiry directed to those in use now or those in use over a period of 50 years?

Mr. Moore: Those in use during the period of time covered by the Complaint, Mr. Watson, which I believe would be January 1, 1954, or 1955, to June 30, 1958.

Mr. Watson: Yes. Is what you would like to get at how many contracts have certain provisions like these? Is that it?

Mr. Moore: Yes, that's precisely it.

Mr. Watson: I think we can get you the number, the least numbers that have those.

Mr. Moore: Yes. Off the record.

[fol. 75] (Discussion off the record.)

By Mr. Moore:

Q. Mr. Edgerton, the documents which you have produced in response to the subpoena are numbered Plaintiff's Exhibits Edgerton 1 through 35, inclusive. Did all those exhibits come from the files of The White Motor Company?

A. Yes.

Q. Am I correct in understanding, Mr. Edgerton, that you will endeavor to examine your contract with distributors, direct key dealers, dealers, and metropolitan dealers for the purpose of being able to determine whether the standard form contracts are used with all of them or a number of them or what number?

A. Yes, I will undertake that, yes.

Mr. Watson: I am sure there are variations.

Mr. Moore: Then if there are variations, Mr. Edgerton will be prepared to point out what the variations are, is that correct?

Mr. Watson: Yes. This has to do with the printed stuff, doesn't it?

Mr. Moore: Just the printed form, yes.

Mr. Shaw: This deals with those agreements covered in the period of time covered by the Complaint.

The Witness: Which means that some that you have here (fol. 76) are beyond that period, I think. No, I guess not.

Mr. Moore: I think we made an effort to keep them within the period of the Complaint.

The Witness: June 15, 1958.

Q. Since the Complaint has been filed have you to your knowledge changed the printed forms in any of your agreements with distributors, dealers, etc.?

A. To the best of my knowledge, I wouldn't know the real answer. Anything that I know about this, it really isn't in my jurisdiction. I don't know. Now, I can't answer that.

Q. You don't handle the contract preparations or negotiations for White Motor?

A. No, I don't.

Q. Well, who does?

A. That is the Wholesale Division that handles that. That's a section of the Sales Department.

Mr. Watson: You couldn't pick any one person that did that.

Q. What I am getting at is, ~~over~~ legal department or you as counsel or as secretary, your department is not responsible for the preparation of these forms.

A. No.

Q. Do you approve them before they are used?

(fol. 77) A. Not before they are used. We aren't called on to approve them.

Q. I wonder if we understand each other when I say before they are used. You mean you only approve them after a contract has been entered into?

A. You will see my name as secretary, more or less as attesting officer after the parties have signed, which then completes the contract.

Mr. Watson: If there was any legal problem in the opinion of the Sales Department, then they might consult Mr. Edgerton or Mr. Searies or Mr. Rice or they might

consult our office. I think it is a matter of consensus of opinion.

Q. I think that you stated in response to my question that you did not know whether there had been a change since the filing of this action in the printed form provisions, is that correct?

A. I have no knowledge.

Q. Would Mr. Gresham be more familiar with the extent that these forms are used perhaps than you are, Mr. Edgerton?

A. Well, that's his department. I would say that it would be more likely that he would know more about it than I do.

Q. But you are going to be the one to continue the deposition to explain the extent that these printed forms are used?

[fol. 78] A. Yes, I will undertake that.

(Discussion off the record.)

(Deposition continued to August 10, 1959.)

[fol. 79] Monday, August 10, 1959, 2:00 p.m.

601 Public Square Building, Cleveland, Ohio.

Appearances:

As heretofore.

Cross examination (continued).

By Mr. Moore:

Q. If I am correct in understanding what the record shows of our meeting of July 23rd, you promised to undertake an examination of your agreements, Mr. Edgerton, to determine which ones or how many were on the specific types of printed forms in the various categories of distributor or dealer; is that correct?

A. That's correct.

Q. Did you make an examination with respect to that number appearing on the back of the agreements that we talked about, too?

A. Yes, I did.

Q. I remember I suggested that as perhaps being helpful in arriving at some of this other information.

Mr. Edgerton, then, I will show you Plaintiff's Exhibit Edgerton 1 and direct your attention to that number on the back which we referred to before and ask you what the significance of that number is, if you can tell us now.

A. Yes. This number on the back that appears as F-626 [fol. 80] 1-55 indicates it is our Form No. 626. The 1-55 is the actual date that the print was set and the printing was made.

Q. That Form No. F-626 1-55, are all such contracts bearing that number identical in their printed form provisions?

A. Say that again.

Q. Are all the contracts bearing that No. F-626 1-55 identical in their printed form provisions?

A. Yes.

Q. Not the insertions but the printed form provisions?

A. Yes.

Q. How many agreements are there between The White Motor Company and distributors bearing that number F-626 1-55?

A. To my best knowledge and belief, after making an examination of our files and counting the totals of active distributors and cancelled distributors during this period, and I understand from this, the period that we used was January 1, 1955, to June 30, 1958.

Q. That's correct.

A. --the total number with this form was 251, that being Form F-626 1-55.

Q. Do I understand from your answer that some of those have since been cancelled but were in effect during that period of time?

A. That's correct.

[fol. 81] Q. But throughout that period of time there was off and on existing some two hundred and what did you say?

A. There were at least 251 forms executed.

Q. Let's clear up the distributor type and what exceptions are outstanding on the distributor form of agreements.

A. There were two exceptions in this group under F-626. One was the Toledo Truck Sales & Service contract in which the word "White" was deleted and the words "Autocar Only" were added. That was also true of Spina Sales & Service as related to Autocar only, not to White.

Mr. Watson: By "Autocar" you mean Autocar trucks?

The Witness: That's the trademark, yes.

Q. Those two that you cited as exceptions were on this printed form F-626 1-55?

A. Yes.

Q. But they had some exceptions that you now testify to?

A. That's right. And there was another exception that maybe you want to bring in at this time and that's Form F-625, which is known as our Texas form. The Texas form is F-625 1-55, and there are 24 contracts that I found in the files executed on this form.

Mr. Watson: The Texas form is used only in Texas?

[fol. 82] The Witness: That's used only in Texas.

Q. Yes, I understand that.

Do you have a list of the Texas distributors?

A. Yes.

Q. With you?

A. Yes, I do. They are contained right along with all the other lists. This is my paper work as a background (indicating).

Q. For the time being I don't believe that we are interested in the identity of them, but you have that information available?

A. Yes.

Q. I hand you Plaintiff's Exhibit Edgerton 17 which purports to be a direct dealer selling agreement.

A. This is a direct key dealer.

Q. Pardon me, direct key dealer selling agreement.

Referring to the number in the lower left-hand corner on the back of that contract, are all your direct key dealer selling agreements on Form F-631?

A. For this period of January 1, 1955, until June?

Q. Until June 30, 1958.

A. Yes.

Q. Are all those contract forms F-631 identical in their printed form provisions?

A. Yes.

[fol. 83] Q. How many direct key dealer selling agreements on Form F-631 do you have?

A. I found 14 in the files and find that there are four in evidence which I have not examined. I am looking at one now.

Q. Yes. In other words, there is a total of 18?

A. 18.

Q. Are there direct key dealer selling agreements which are not on Form F-631?

A. There may be, I don't know. The ones that I looked at, the official ones in the file, I couldn't find any.

Q. There were no exceptions that you found such as with the distributor selling agreements?

A. No.

Q. I show you Plaintiff's Exhibit Edgerton 21 which purports to be a direct dealer selling agreement, and referring to the number in the lower left-hand corner on the back, which appears to be F-627. I ask you how many agreements you have outstanding on that form, F-627.

A. We have five outstanding on F-627.

Q. Are all forms 625 identical as to their printed form provisions?

A. Yes.

Mr. Watson: Those are outstanding at the present time.
[fol. 84] The Witness: Yes.

Q. Does The White Motor Company have any direct dealer selling agreements which are not on Form F-627?

A. Yes, we do. We have.

Q. How many, might I ask?

A. We have a total of 243 contracts that you refer to as dealer contracts that are contracts between the Diamond T Motor Truck Company and dealers of the Diamond T Truck Company being a wholly owned subsidiary of the White Motor Company. They are on Diamond T Motor Truck Company Form 1804-55A with the exception of Texas which is Form 1804-55AT.

Q. Were these contracts which The White Motor Company assumed when it acquired Diamond T?

A. Not in all cases assumed. White Motor Company acquired Diamond T on April 1, 1958. Some of those contracts were cancelled and some were renewed during this period that we are speaking about until June 30, 1958. Therefore, you will note that the memorandum agreement changes and becomes Diamond T Motor Truck Company from that of Diamond T Motor Car Company during this period.

Mr. Watson: I think I could clarify that. They assumed the agreements of Diamond T Motor Car Company and then as soon as it was practicable, they were superseded by new agreements with the Diamond T Truck Company [fol. 85] which was a new company.

Mr. Moore: Yes. The agreements that you refer to, were they prepared by The White Motor Company or did you just take over the same agreements that had been in existence between Diamond T? That was the point I was trying to get at.

Mr. Watson: We took over the contracts which were in existence with Diamond T Motor Car Company but as soon as practicable they were replaced with new contracts.

Mr. Moore: Were they amended contracts?

Mr. Watson: No, new contracts.

The Witness: New. Naturally, the change in name had to be made because it was a different corporation.

Q. You have stated in the record the form number that those Diamond T contracts are on?

A. Yes.

Q. If it should be to the government's desire to secure copies of those contracts, they would be available?

A. I will be glad to offer them now if you want them.

Q. I don't have any particular desire for them now.

Mr. Watson: May I interrupt once more? There is a [fol. 86] distributor contract that you haven't mentioned.

The Witness: Yes.

Mr. Moore: In connection with Diamond T?

Mr. Watson: Not Diamond T.

The Witness: He didn't ask me that.

Mr. Watson: In connection with Reo cars.

The Witness: That's back on distributors. You see, you asked me if we had any direct dealer contracts.

Q. Yes?

A. And I answered as to Diamond T. You didn't ask me on the other.

Q. What I didn't ask you is whether you had any distributor selling agreements which were not on this form.

A. That's right.

Q. You indicated exceptions to the form but, well, let's discuss that then. You say you have one distributor agreement which is not on Form F-626 1-55?

A. That's correct. The distributor agreements not on that form, not on Form F-626 1-55, are a total of 130 Reo division distributor selling agreements and they are on Form 3590A, revised 1-57.

Q. Yes. Are there any other distributor selling agreements not on F-626 1-55?

[fol. 87] A. Not that I know of.

I would like to state that there is an exception to even the Reo form and that was a form of Truck Center, Inc., of Boston, which was a typewritten agreement rather than a form, but it followed the form.

And the other exception was Diamond T of Reading wherein "School bus chassis" was added by the typewriter and "Trucks and chassis" were deleted.

Q. Now I show you Plaintiff's Exhibit Edgerton 24, which purports to be a key dealer selling agreement, and referring to the number in the lower-left-hand corner on the back, which appears to be F-682, I will ask you whether all the forms bearing the number F-682 have identical standard form provisions, standard printed form provisions.

A. As to this form, yes, I will answer in the affirmative.

Q. How many key dealer selling agreements do you have bearing Form No. F-682?

A. I don't have that figure or number because this was not direct subsidiaries, of course, of The White Motor Company and, therefore, in going through my files I merely

checked and found that this is the form that is used and given to the distributor to use but it doesn't follow that he necessarily may use it. Therefore, I did not make a tabulation of the number. I think that you already have [fol. 88] that in evidence, anyway.

Q. We have the number of key dealer selling agreements on this Form No. 682.

A. I think so. I think your FBI investigation indicated that you had that.

Mr. Watson: As I understand it, as far as you know, this form was used?

The Witness: As far as I know, this is the form that's used by the distributor of The White Motor Company in its selling agreement with its key dealers.

Q. Does The White Motor Company receive copies of contracts between distributors and key dealers?

A. Generally speaking, yes.

Q. But do you receive copies of all such contracts?

A. That would be hard for me to determine.

Q. The document, Plaintiff's Exhibit Edgerton 24, which you have in your hand, indicates I believe on page 5 that such a contract was approved by officials of White; does it not?

A. Yes, that's right.

Q. Does The White Motor Company have in its files copies of all contracts between distributors and key dealers which it has approved?

A. Yes, yes.

Q. Did you make a count at that time—

[fol. 89] A. I would say with a few exceptions. Sometimes there is a loss in the mail but I mean generally speaking, yes, there would be.

Q. Are you prepared to state how many of such approved contracts you have in your files?

A. No, I am unable to tell you that. It would be very easy for me to count them because I have gone through these files, but I didn't think that you were interested in the number. I thought you were more interested in when I went over the file on this point, in seeing whether they compared with the form, but that's very easy to do.

Mr. Moore: We could always stipulate to that number?

Mr. Watson: Yes.

A. It is in the Exhibit A book, if you have it.

Mr. Watson: We will get that number and furnish it to you.

Q. Well, for purposes of this deposition, at least, key dealer selling agreements bearing the number F-682 have standard form printed provisions which are identical; is that right?

A. Yes.

Q. I will give you Plaintiff's Exhibit Edgerton 33, and referring to the number on the back, what is that number, [fol. 90] Mr. Edgerton?

A. F-713.

Q. Are all the outstanding agreements bearing the form number 713—

A. F-713.

Q. —do they have identical printed form provisions?

A. Yes.

Q. Do you know how many agreements you have bearing that number?

A. How many agreements? You mean how many agreements our distributors have?

Q. Yes, which you have approved.

Mr. Watson: How many of which you have copies.

A. Again I would have to look it up. I can't tell you.

Q. That falls into the same category as the key dealer agreements, is that right?

A. Yes.

Q. But The White Motor Company has on file all of the agreements between the distributors and dealers which it has formally approved?

A. Yes.

Q. Is that correct?

A. That's correct.

Q. Finally, I show you Plaintiff's Exhibit Edgerton 34, [fol. 91] and the number on the reverse side of that agreement appears to be F-604, and I ask you if all the contracts bearing the form number F-604 are identical in their printed form provisions.

A. Yes.

Q. Do you know how many agreements there are bearing the number 604?

A. Yes, I think I can answer that. You have in evidence the two of them that we do have.

Q. With respect to references in the various exhibits we have discussed and in the documents produced in response to the subpoena, namely, Plaintiff's Exhibit Edgerton 1 through 35, do you have any knowledge of where the appendices price list referred to in those agreements are produced?

A. To my knowledge, they are in the hands of the distributors and dealers.

Q. Where do they get them from?

A. They get them from us when we first ship after they have been executed. They are sent to the distributor attached.

Q. If those prices are periodically changed, do all the distributors receive new price lists from White Motor at the same time?

A. Yes. They would be on our mailing list and they automatically would receive it.

Q. Is that true of the other categories of dealers, too?

[fol. 92] A. As to dealers, I can't answer that. I don't know.

Q. Perhaps we should take this step by step.

The appendices price lists referred to in the direct key dealer selling agreements, where are they produced?

A. I don't know what you mean by produced.

Q. Where do they come from?

A. Well, they originate with The White Motor Company.

Q. Yes. And direct dealers selling agreements, the appendices price lists referred to in there?

A. That would be The White Motor Company.

Q. With respect to the key dealer and key dealer selling agreements and the appendices price list referred to in there, where do they originate from?

Mr. Watson: I think Mr. Moore is referring to the direct key dealers and direct dealers between The White Motor Company and the dealer or key dealer. Are you not?

Mr. Moore: Wait a minute. Maybe I don't understand.

Mr. Watson: I think there is some confusion.

Q. Maybe we had better go through these category by category rather than mix them up.

A. That's right.

[fol. 93] Q. You say that the price sheets referred to as appendice price lists or price list appendices, which are referred to in the direct key dealer agreements and the direct dealer agreements originate at The White Motor Company; is that correct?

A. Yes, that's right.

Q. What about the appendice price lists referred to in the key dealer selling agreements, where do they originate?

Mr. Watson: That's a direct dealer agreement you have in your hand.

Q. Key dealer. Let's just talk about key dealer.

A. You are talking about key dealer?

Q. Yes. You have a direct key dealer there, I believe?

A. Wait a minute. I am getting mixed up here, I believe. Here we are. Here is a key dealer selling agreement.

Well, in this case the price lists, appendices, are sent out along with this particular selling agreement.

Q. But where did they originate?

A. And given to the distributor.

Q. By whom?

A. The White Motor will give it to the distributor after he has been notified of the key dealer.

Q. Are you saying that after the key dealer contract has been approved—

[fol. 94] A. Yes.

Q. —the distributor will receive from White the appendix price lists?

A. Yes, that's right. That's part of the distribution.

Q. Is that also true of the dealer selling agreement and the price list appendices referred to there somewhere?

A. Yes, that would be true. That would be the same.

Q. White Motor Company originates the price lists referred to as appendix price lists for the dealer selling agreements; is that true?

A. That's correct.

Q. Is that also true of the metropolitan dealer selling agreement?

A. Yes, that would be true for metropolitan.

Q. Mr. Shaw brings to my attention that when we were discussing the key dealer selling agreements, you indicated that you had the figures as to how many there were which you had approved and were in your file; is that my understanding?

A. Yes.

Q. But it is suggested that we didn't pursue that same thing as far as the dealer selling agreements. I assume you have those and can give us those numbers, too?

A. Oh, yes, yes.

Mr. Moore: I don't have any further questions. That's [fol. 95] all as far as we are concerned.

Mr. Watson: We will get those figures and furnish them to you.

Mr. Moore: All right.

[fol. 96] CERTIFICATE OF NOTARY PUBLIC (omitted in printing).

[fol. 97] [File endorsement omitted]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

EASTERN DIVISION

[Title omitted]

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT—
Filed April 18, 1960

Plaintiff, United States of America, by its attorneys, acting pursuant to Rule 56 of the Federal Rules of Civil Procedure, moves the Court for a summary judgment in favor of the plaintiff.

The ground for granting the motion is that on the basis of undisputed facts, the plaintiff is entitled to judgment as a matter of law:

1. The pleadings, and the deposition of Alfred D. Edgerton with accompanying exhibits, all on file with the Court, establish that the defendant has entered into written contracts with its distributors and dealers: (a) allocating territories and customers in the sale of White trucks; (b) fixing the price to be charged by distributors in the sale of White trucks and parts to dealers; and (c) fixing the price to be charged by White, its distributors and its dealers in the sale of parts to the Federal and state governments and to national and fleet accounts.

2. The established facts are the only material facts, since these admitted facts constitute *per se* violations of the Sherman Act. Each of the aforesaid restraints is severally unreasonable *per se*, and the combination of such restraints is also unlawful *per se*.

[fol. 98] 3. Accordingly, there is no genuine dispute as to any material fact, and plaintiff is entitled to judgment as a matter of law.

Robert B. Hammel, Frank B. Moore, Jr., John D. Skawa, Jr., Attorneys, Department of Justice.

[fol. 99] [File endorsement omitted]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

EASTERN DIVISION

Civil Action No. 34,593

[Title omitted]

EXCERPTS FROM BRIEF OF THE DEFENDANT, THE WHITE MOTOR COMPANY, IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT—Filed July 7, 1960

[fol. 117] *Argument*

In order to market effectually the defendant's trucks in competition with the trucks of its competitors, the defen-

dant's contracts with its distributors grant to the distributor an exclusive right to sell, in a defined territory, White trucks purchased from the defendant; and the distributor agrees to develop the said territory to the satisfaction of The White Motor Company and not to sell any trucks purchased under the contract except to individuals, firms or corporations having a place of business and/or purchasing headquarters in said territory. The latter agreement is necessary to protect other distributors and dealers engaged in developing the market for White trucks in their respective territories. Each distributor specifically agrees to maintain a sales room and service station adequate for the sale and servicing of White trucks in the distributor's territory and to purchase and display about the distributor's place of business authorized sales and service signs, the number of signs and their location to be determined by mutual agreement, and the distributor further agrees to purchase and keep on display at all times a representative stock of White trucks in keeping with the potential of the said territory, the quantity and models to be determined by mutual agreement, it being provided that it is contemplated that the distributor will carry a stock of White trucks of a value equivalent to one-twelfth of the distributor's estimated annual new truck sales. In return for these agreements of the distributor, which are necessary to assure the defendant that the distributor will effectively market in its territory White trucks in competition with the trucks of the defendant's competitors, it is only fair and reasonable and, in fact, necessary, in order to obtain and retain distributors and dealersable and willing to maintain effective competition with other competitive makes of trucks, that the distributor shall be protected in said distributor's [fol. 118] territory against selling therein by defendant's other distributors, direct dealers or dealers who have not made the investment of money and effort necessary to carry a stock of White trucks adequate to meet the demands of the purchasing public in the said territory and to maintain suitable sales rooms and service stations therein and properly to sell and service White trucks in said territory. The similar provisions in direct dealers' contracts and in contracts between the distributors and their respective

dealers have the same purposes and the same effects. The territorial limitations do, in fact, not unreasonably or substantially restrict competition or trade and commerce but have both the purpose and effect of promoting the business and increasing the sales of White trucks in competition with The White Motor Company's powerful competitors.

[fol. 140] As we shall show at a trial of this case on the merits, the motor truck manufacturing industry is one of the most highly competitive industries in this country. The White Motor Company's trucks are in the most strenuous [fol. 141] competition with trucks manufactured by General Motors Corporation, Ford Motor Company, Chrysler Corporation, International Harvester Company and Mack Trucks, Inc., as well as certain other smaller truck manufacturing companies. The White Motor Company's share of the motor truck business is very small and its highest proportion of any accepted classification of trucks would not be large. The White Motor Company, by no stretch of the imagination, could be said to dominate the market in trucks, or any part thereof. Theoretically, at least, The White Motor Company could market its trucks in either one of two ways. One way is to sell its trucks to the ultimate users through its own sales and service stations, spread throughout the country, and its own employees and agents. This method is feasible only for a very large company able to support a very extensive and costly sales organization. The other method, which is considered by The White Motor Company as the most feasible and perhaps the only feasible way for The White Motor Company to compete effectively against its bigger and more powerful competitors, is through a distributor and or dealer distribution system. In order for this distribution system to function effectively, the distributors and dealers must have adequate sales and service facilities and carry a stock of trucks and parts sufficient to meet the demands of their purchasing public, and, even more, they must operate under conditions which oblige them to devote vigorous and intensive efforts to sell White trucks. They cannot be allowed to spread these efforts too thinly over more territory than they can vig-

orously and intensively work. To prevent this result, it is necessary to confine their efforts to a territory no larger than they have the financial means and sales and service facilities and capabilities to intensively cultivate for the sale of White trucks. If the distributors and dealers are to be held responsible for the energetic pushing of the sale of White trucks in their allotted territory and the furnishing of the financial resources and sales and service facilities necessary therefor, it is only fair and reasonable, and indeed necessary, that The White Motor Company protect its dealers and distributors in their respective allotted territories against the exploitation by other White distributors or dealers, and indeed by the Company itself, of the market for the sale of White trucks in the allotted [fol. 142] territory which is created or developed or maintained by the money, facilities and hard work of the distributor or dealer to whom the territory has been allotted. In order to procure the kind of vigorous and reputable distributors and dealers that will adequately represent The White Motor Company's line of motor trucks, The White Motor Company has to agree that these men shall be exclusive sales representatives in a given territory. Certainly, the able and energetic kind of man necessary to advance the sales of White trucks in a highly competitive market is not going to expend money, time and energy in building up a demand for White trucks in a given area if he does not have the agreement of The White Motor Company that it will not itself step in and undercut him in the territory and that The White Motor Company will not allow any other of its distributors or dealers to come into the territory and scalp the market for White trucks therein. To obtain the maximum number of sales of trucks in a given area, The White Motor Company has to insist that its distributors and dealers concentrate on trying to take sales away from other competing truck manufacturers in their respective territories rather than on cutting each other's throats in other territories. If The White Motor Company is unable to procure the kind of vigorous and reputable distributors and dealers that will adequately represent it in their respective areas, its distributing organization of distributors and dealers

will, slowly but surely, deteriorate and disintegrate, and as surely as the retirement of The White Motor Company from business would reduce competition in the manufacture and sale of trucks, so, just as surely, would the deterioration and disintegration of The White Motor Company's distributing organization reduce competition in the manufacture and sale of trucks. The plain fact is, as we expect to be able to show to the satisfaction of the Court at a trial of this case on the merits, that the outlawing of exclusive distributorships and dealerships in specified territories would reduce competition in the sale of motor trucks and not foster such competition:

[fol. 159] On principle, there is no reason whatsoever why a manufacturer should not have one distributor who is limited to selling to one class of customers and another distributor who is limited to selling to another class of [fol. 160] customers or why a distributor should not be limited to one class of customers and the manufacturer reserve the right to sell to another class of customers. There are many circumstances under which there could be no possible objection to limiting the class of customers to which distributors or dealers resell goods, and there are many reasons why it would be reasonable and for the public interest that distributors or dealers should be limited to reselling to certain classes of customers.

In the instant case, it is both reasonable and necessary that the distributors (except for sales to approved dealers) and direct dealers and dealers be limited to selling to the purchasing public, in order that they may be compelled to develop properly the full potential of sales of White trucks in their respective territories, and to assure The White Motor Company that the persons selling White trucks to the purchasing public shall be fair and honest, to the end of increasing and perpetuating sales of White trucks in competition with other makes of trucks; and it is reasonable and necessary that The White Motor Company reserve to itself the exclusive right to sell White trucks to Federal and State governments or any department or political subdivision thereof rather than to sell such trucks to such

governments or departments or political subdivisions thereof through distributors or dealers, and The White Motor Company should have a perfect right so to do.

Therefore, based both on the decisions of the Federal Courts and on principle, the limitations on the classes of customers to whom distributors or dealers may sell White trucks are not only not illegal per se, but the plaintiff must prove to succeed on its motion for summary judgment, but these limitations have proper purposes and effects and are fair and reasonable and not violative of the antitrust laws as being in unreasonable restraint of competition or trade and commerce.

[fol. 162]

Argument

The provisions in the contracts between the defendant and its distributors or its direct dealers and in the contracts between the defendant's distributors and their respective dealers with respect to the fixing of prices have very limited application and proper purposes and effects and are not, in fact, in unreasonable restraint of trade and commerce or illegal; and while the Supreme Court of the United States has, in certain of its opinions, made broad, sweeping statements that price fixing provisions are illegal per se, such statements must be taken as statements made in connection with the case then before the Court, especially since the Supreme Court has held in the case of two price fixing provisions and the United States District Court for the Southern District of New York has held in the case of another price fixing provision that these price fixing provisions are not illegal as being in unreasonable restraint of competition or trade and commerce.

An examination of the above quoted contractual provisions with reference to prices, of which the plaintiff complains, shows that these provisions apply to two very limited and entirely separate situations. One is that if a distributor exercises his option to appoint dealers under him he must sell new White trucks to his dealers at the same prices as the prices at which The White Motor Company sells such new White trucks to its direct dealers. The purpose of this

provision is to assure the defendant that the distributors' dealers and the defendant's direct dealers get an equal break pricewise. This is both fair and necessary, if the defendant and its distributors are to have satisfied and efficient dealer organizations. It would be intolerable to have the defendant's direct dealers buying trucks at one price and the distributors' dealers buying the same trucks at a different price. The other very limited situation is that [fol. 163] all distributors and dealers must give to "national accounts", "fleet accounts", and Federal and State governments and departments and political subdivisions thereof the same discounts on parts and accessories as the defendant gives to said "national accounts", "fleet accounts" and Federal and State governments and departments and political subdivisions thereof. The purpose of this provision is so that the defendant may be assured that "national accounts", "fleet accounts" and Federal and State governments and departments and political subdivisions thereof, which are classes of customers with respect to which the defendant is in especially severe competition with the manufacturers of other makes of trucks and which are likely to have a continuing volume of orders to place, shall not be deprived of their appropriate discounts on their purchases of repair parts and accessories from any distributor or dealer, with the result of becoming discontented with The White Motor Company and the treatment they receive with reference to the prices of repair parts and accessories for White trucks. It is common knowledge that probably nothing will make the owner of a motor vehicle so peeved as to be overcharged for repair parts and accessories.

It will be noted that there are no provisions in the contracts between the defendant and its distributors or direct dealers or in the contracts between the distributors and dealers with reference to fixing prices except the provisions hereinabove quoted. *There are no provisions whatsoever in the contracts with reference to the prices that the purchasing public shall pay for White trucks.* No claim could fairly be made that the contracts embody a "price-fixing scheme" for White trucks.

About two-thirds of the distributors sell directly to the public without appointing dealers for a part or all of the

distributor's territory, and the provisions governing the prices that distributors shall charge their dealers for trucks apply to less than 5 per cent of the trucks purchased by the distributors from The White Motor Company. These provisions, as hereinabove indicated, are fair and reasonable, and work no real restraint on competition or on trade and commerce. The provisions serve only to relieve the defendant from just complaints of its direct dealers or of its distributors' dealers that they have been or are being discriminated against.

[fol. 164] The above quoted provisions with reference to the sale of parts and accessories to "National Accounts", "Fleet Accounts" and Federal and State governments and departments and political subdivisions thereof amount merely to an agreement to give to these classes of customers their proper discounts. In a way this affects the prices which these classes of customers have to pay for such parts and accessories, but it affects, as a practical matter, only spare and repair parts and accessories and it affects only the discounts to be given to these particular classes of customers. The provisions are necessary if the defendant's future sales to "National Accounts", "Fleet Accounts" and Federal and State governments and departments and political subdivisions thereof, in competition with other truck manufacturers, are not to be seriously jeopardized. These provisions could hardly be fairly understood to constitute a "price-fixing scheme" in the usual meaning given to the phrase.

We, therefore, feel certain that we can establish, to the satisfaction of the Court, at a trial of this case on the merits, that whatever restraints these limited provisions with regard to prices cause to competition or trade and commerce are trivial and theoretical and reasonable.

• • • • • • •

[fol. 184]

[File endorsement omitted]

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF OHIO
 EASTERN DIVISION
 Civil Action No. 34593

UNITED STATES OF AMERICA, Plaintiff,

v.

THE WHITE MOTOR COMPANY, Defendant.

MEMORANDUM ON GOVERNMENT'S MOTION FOR SUMMARY
 JUDGMENT—April 21, 1961

Kalbfleisch, J.

This action was instituted June 30, 1958, by the United States under Section 4 of the Sherman Act (15 U.S.C.A., 4), charging that, beginning on or about January 1, 1955, defendant, The White Motor Company, hereinafter called White, or defendant, and certain co-conspirators consisting of its various dealers and distributors, have engaged in an unlawful combination and conspiracy in violation of Sections 1 and 3 of the Act (15 U.S.C.A., 1, 3).

The amended complaint charges that White, its distributors and dealers have combined and conspired to restrain interstate commerce by entering into agreements whereby: each distributor and dealer will sell White trucks only to dealers or other buyers who have a place of business or purchasing headquarters within the distributor's or dealer's assigned territory, (Complaint, par. 17(a)); if distributors or dealer sell White trucks outside their specified assigned territories they are obliged to pay certain sums of money to the dealers or distributors in whose territories such White trucks are first registered or placed in initial service, (Complaint, par. 17(b)); distributors and dealers will not sell White trucks to others for resale, (Complaint, par.

17(c)), or to any Federal or State Government or any [fol. 185] department or political subdivision thereof, such sales being reserved exclusively by White for direct sales, (Complaint, par. 17(d)); distributors will sell White trucks and parts to dealers at prices fixed by White, (Complaint, par. 17(e)); and distributors and dealers will sell White parts to customers designated by White as National Accounts, Fleet Accounts, and to Federal and State Governments at prices fixed by White, (Complaint, par. 17(f)). The Government charges that White is continuing and will continue the offenses alleged unless enjoined. The relief requested is that White be perpetually enjoined from continuing the alleged conspiracy and from continuing or renewing any of the provisions of its contracts fixing resale prices of White trucks and parts or imposing limitations or restrictions on the territories within which or persons to whom White distributors and dealers may sell trucks.

Defendant has admitted most factual allegations but has denied all charges of illegal conduct. The Government moved for summary judgment on the basis of the pleadings, defendant's answers to interrogatories, the deposition of the defendant's secretary, and accompanying exhibits consisting of representative copies of the contracts and a White distributor and dealer organization chart.

Under Rule 56(c), Federal Rules of Civil Procedure, a motion for summary judgment "shall be rendered forthwith if the pleadings, depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

From the pleadings and exhibits the Court finds that:

Defendant is an Ohio corporation with its principal place of business at Cleveland. (Complaint, par. 3, Answer, par. 3.) It manufactures White and Autocar trucks and truck parts, hereinafter referred to as White trucks and parts, at Cleveland, Ohio, and Exton, Pa., which are sold throughout the United States and the District of Columbia. (Complaint, par. 7, 12, Answer, par. 7, 12.)

[fol. 186] After manufacture, White trucks and parts are sold through over two hundred persons, firms or corporations designated by White as "franchised distributors."

hereinafter called distributors. Distributors, in turn, sell White trucks and parts at wholesale to over eighty franchised dealers and others. The term "dealer," as used herein, includes the terms "key dealer," "metropolitan dealer," and "dealer" and means any person, firm or corporation so designated by a distributor, with the approval of White, as a retail seller of White trucks and parts. Dealers purchase White trucks and parts from distributors. The term "direct dealer," includes the more than twelve "direct key dealers," "direct metropolitan dealer," and "direct dealers," which are persons, firms or corporations so designated by White as retail sellers of White trucks and parts, to whom White sells its trucks and parts directly. Distributors, dealers and direct dealers are located throughout the United States and the District of Columbia. (Complaint, par. 9, 10, 12, 13; Answer, par. 9, 10, 12, 13; Plaintiff's Exhibit 36.)

In addition to selling through distributors, dealers and direct dealers, defendant sells White trucks and parts directly to consumers, some of whom are designated as "National Accounts," and to various governmental divisions designated herein as "Government Accounts." (Complaint, par. 12, 13, 14; Answer, par. 12, 13, 14.)

There is a continuous flow in interstate trade and commerce of White trucks and parts from White's manufacturing plants in Ohio and Pennsylvania, through distributors, dealers and direct dealers, to consumers located throughout the United States and the District of Columbia, and from White manufacturing plants in Ohio and Pennsylvania and its sales and service branches directly to consumers located throughout the United States and the District of Columbia, some of which are, sometimes designated "National Accounts," and the sales to some of which are sometimes called "Government Sales." (Complaint, par. 14; Answer, par. 14.)

[fol. 187] White is one of the leading United States manufacturers of medium to heavy duty trucks and parts therefor. (Complaint, par. 15; Answer, par. 15.)

The total volume of sales of White trucks by defendant to its various classes of customers was \$102,928,000 in 1955, \$116,110,000 in 1956, \$127,471,000 in 1957, and \$92,699,000

during the first seven months of 1958. (Defendant's Answer to Interrogatory No. 7, Ex. J, more fully set forth in Appendix A of this memorandum.)

Total sales of White truck parts by defendant in each of the years 1955, 1956, and 1957 exceeded \$41,000,000 and were over \$25,000,000 for the first seven months of 1958. (Defendant's Answer to Interrogatory No. 8, Ex. J-1.)

Sales of White truck parts by defendant to the United States Government amounted to \$2,755,000 in 1955, \$915,000 in 1956, \$475,000 in 1957, and \$761,000 for the first seven months of 1958. (Defendant's Answer to Interrogatory No. 8, Ex. J-1.)

The Court further finds that:

At the deposition of Alfred Dixon Edgerton, Secretary of White, copies of thirty-five contracts were authenticated and identified as being representative of all of the various forms of agreements used by defendant throughout its distribution system during the period involved which contain the clauses relevant to this action. (Tr. 28-40.)

Exhibits 1-16, inclusive, consist of *Distributor's Selling Agreements*, Form 626, at least 251 of which were executed or in effect during the relevant period. The printed portions of all of the Form 626 contracts are identical. (Tr. 29, 30.) (It is noted that Exhibit 2 bears the form number 604 but, in view of the testimony and by comparison of the documents, it is apparent that the last page bearing the form number 604 is that of another exhibit and that Exhibit 2 is Form 626.)

Exhibits 17-20, inclusive, consist of *Direct Key Dealer Selling Agreements*, Form 631, eighteen of which were executed or in effect during the relevant period. The printed portions of all of the Form 631 contracts are identical. (Tr. 31.)

[fol. 188] Exhibits 21-23, inclusive, consist of *Direct Dealer Selling Agreements*, Form 627, five of which were outstanding during the relevant period. The printed portions of all of the Form 627 contracts are identical. (Tr. 32.)

Exhibits 24-32, inclusive, consist of *Key Dealer Selling Agreements*, Form 682, approximately sixty-two of which were in effect during the relevant period. (Ex. 36.) The printed portions of all Form 682 contracts are identical. (Tr. 36, 37.)

Exhibit 33 consists of a *Dealer Selling Agreement*, Form 713, approximately twenty-two of which were in effect during the relevant period. The printed portions of all Form 713 contracts are identical. (Tr. 39.)

Exhibits 34 and 35 consist of *Metropolitan Dealer Selling Agreements*, Form 604, of which two were outstanding during the relevant period. Printed portions of all Form 604 contracts are identical. (Tr. 40.)

Exhibit 36 consists of a graphic representation of White's distribution system prepared in the normal course of business by White for, and at the request of, the Federal Bureau of Investigation. It is initialed and dated "10/22/57" and indicates the number of White's distributors, dealers and direct dealers and their relationships to each other. (Tr. 20.)

White is a party to all selling agreements with distributors, direct key dealers, direct metropolitan dealers, and direct dealers. White also is a party to all selling agreements between its distributors and key dealers, metropolitan dealers, and dealers, its approval and signature being necessary to validate the agreements.

White provides standard form selling agreements which its distributors are required to use when entering into contracts with key dealers, metropolitan dealers and dealers. (Par. 9, Distributor Selling Agreement, Form 626.)

[fol. 189]

DISTRIBUTOR SELLING AGREEMENTS

The Court further finds that:

Paragraph I of the Distributor Selling Agreements, Form 626, provides:

"1. *Selling Privilege and Territory.* Distributor is hereby granted the exclusive right, except as hereinafter provided, to sell during the life of this agreement, in

the territory described below, White and Autocar trucks purchased from the Company hereunder." (Hereafter, in each contract is inserted a description of a different geographical area, usually in terms of subdivisions of states or counties.)

In addition to the geographical limitations, certain of the seventeen Distributor Selling Agreements submitted to the Court in connection with this motion contain the following selling restrictions:

Exhibit 1, between White and John L. Boitano White Truck Sales, of Petaluma, Calif., prohibits the distributor from selling "fire truck chassis to the State of California and all political subdivisions thereof."

Exhibit 4, between White and Willey White Truck Co., of Terre Haute, Ind., prohibits that distributor from selling to "Eastern Motor Express, Inc., Vigo Tractor Rentals, Inc., and/or any subsidiary or affiliated companies."

Exhibit 5, between White and Fremont White Truck Sales and Service, of Fremont, Ohio, permits that distributor to sell in Seneca County only to the "account of Paul Gilmore, Inc."

Exhibit 6, between White and Sutton-White Truck Company, of Sacramento, Calif., prohibits that distributor from selling "fire truck chassis to the State of California and all political subdivisions thereof."

Exhibit 11, between White and Midway Garage & Service, Inc., of Monroeville, Ohio, prohibits that distributor from selling to "Mohawk Motor, Inc., and Paul Gilmore, Inc." in Seneca County.

Exhibit 13, between White and Carl Mayr, d.b.a. Poplar White Truck & Equipment Co., of Erie, Pa., permits that distributor to sell in Warren County to the "Account of Hammond Iron Works only."

[fol. 190] Paragraph 2 of the Distributor Selling Agreements provides:

"Merchandising Agreement. Distributor agrees to develop the aforementioned territory to the satisfaction of Company, and not to sell any trucks purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms, or corporations having a place of business and or purchasing headquarters in said territory.

"Distributor agrees not to sell nor to authorize his dealers to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation, unless the right to do so is specifically granted by Company in writing. (Company Branches, Company approved distributors, direct key dealers, and direct dealers, and Distributor's key dealers and dealers are excepted throughout this paragraph.) Distributor further agrees not to sell nor to authorize his dealers to sell such trucks to any Federal or State government or any department or political subdivision thereof, unless the right to do so is specifically granted by Company in writing. Distributor further agrees to maintain a sales room and service station adequate for the sale and servicing of White and Autocar trucks in said territory and to purchase and display about his place of business authorized sales and service signs, the number of signs and their location to be determined by mutual agreement."

Paragraph 9 of the Distributor Selling Agreements provides:

"Dealer Appointments. Distributor may, in order to further the sale thereof, appoint key dealers or dealers to sell and service White trucks and White parts within his territory, the key dealers or dealers so appointed and their locations to be subject to Company's approval. For this purpose Distributor shall use only the Company's standard forms--"White Key Dealer Selling Agreements" and/or "White Dealer Selling Agreement." Distributor will give Company ad-

¹ See below with respect to Dealer Selling Agreements

vance notice of the cancellation of any such key dealer or dealer agreement."

[fol. 191] Paragraph 10 of the Distributor Selling Agreements provides:

"Wholesale Override on Chassis Sales to Key Dealers.
In the event Distributor sells at wholesale to any of his key dealers any new White standard truck listed in 'Price List—Appendix A' or 'Price List—Appendix B' and purchased hereunder, Company agrees to allow Distributor an amount which shall be called 'Override' in addition to the discounts provided for in Article 5 above and the 'Annual White and Autocar Truck Bonus' provided for in Article 7 above. The amount of the override shall be that specified for each model of new White truck listed in 'Price List—Appendix A' and 'Price List—Appendix B.' * * *

"The override referred to in this section shall be paid to Distributor within thirty days after the receipt by Company's designated office of such report, subject, however, to the following conditions:

- (a) that with respect to all the trucks so reported sold, all the terms, provisions and requirements of this Agreement and of the Key Dealer Selling Agreement and particularly as to standard prices and discounts, shall have been complied with and performed."

Paragraph 13 of the Distributor Selling Agreements provides:

"National Account and Government Sales. Company reserves the right to sell direct in the above described territory, to any firm, corporation or subsidiary of the latter designated by Company as a 'National Account,' as well as to the Federal or any State Government, or any department or political subdivision thereof, without any obligation whatever on the part of Company to Distributor except as hereinafter provided."

Paragraph 15 of the Distributor Selling Agreements provides:

"Parts Sales to National and Fleet Accounts. Distributor agrees to extend to firms and corporations, and subsidiaries of the latter, designated by Company as 'National Accounts' or 'Fleet Accounts,' and to the Federal and State Governments and departments and political subdivisions thereof, the same discounts on parts and accessories as authorized and allowed the aforementioned accounts by Company."

[Vol. 192] Paragraph 21 of the Distributor Selling Agreements provides:

"Distributor Not Company's Agent. It is not the intent that Distributor possess any authority or power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Company or make promises or representations relative to Company's product other than contained in Company's standard warranty."

Paragraph 23 of the Distributor Selling Agreements provides:

"Right of Cancellation. This agreement and any renewal or extension thereof may be cancelled and terminated as below provided:

"(d) Notwithstanding the provisions of paragraphs (b) and (c) next preceding, Company may, at its option, cancel and terminate this agreement at any time without any notice whatsoever to Distributor * * * in case of breach of this agreement on the part of Distributor:"

DEALER AND DIRECT DEALER SELLING AGREEMENTS

The Court further finds that:

Direct Dealer (Form 627), Direct Key Dealer (Form 631), Metropolitan Dealer (Form 604), Key Dealer (Form 682), and Dealer (Form 713), Selling Agreements, all contain the following provisions:

"Selling Privilege and Territory. [Type of dealer] is hereby granted the exclusive right, except as hereinafter provided, to sell during the life of this agreement, in the territory described below, White trucks purchased from Company hereunder." (Then follows in each contract an inserted description of a geographical area, usually a city, county, or portions thereof. Exhibits 17 and 24 also include provisions excluding the sale of fire truck chassis to the State of California and all political subdivisions thereof.)

"Merchandising Agreement. [Type of dealer] agrees to develop the aforementioned territory to the satisfaction of Company, and not to sell any trucks purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms, or corporations having a place of business and/or purchasing headquarters in said territory.

[fol. 193] "[Type of dealer] agrees not to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation, nor to sell such trucks to any Federal or State government or any department, or political subdivision thereof, unless the right to do so is specifically granted by Company in writing."

"Prices, Discounts and Terms." [Company or Distributor] agrees to sell to [Type of Dealer] at Company's factory at Cleveland, Ohio, new White truck standard chassis, including standard equipment and accessories mounted thereon, for cash in par funds at the respective prices and subject to the discounts, terms and provisions or at the [Type of Dealer] net prices and subject to the terms and provisions set forth in [Type of Dealer] 'Price List—Appendix A,' 'Price List—Appendix B,' and the latest issue of Company's sales handbook, all of which are subject to change without advance notice. The 'Price List—Appendix A,' and 'Price List—Appendix B,' will be issued by Company from time to time, and the latest issue thereof shall become and be a part of this agreement."

"*National Account and Government Sales.* Company reserves the right to sell direct in the above described territory, to any firm, corporation or subsidiary of the latter designated by Company as a 'National Account,' as well as to the Federal or any State Government, or any department or political subdivision thereof, without any obligation whatever on the part of Company to [Type of Dealer]."

"*Parts Sales to National and Fleet Accounts.* [Type of Dealer] agrees to extend to firms and corporations, and subsidiaries of the latter, designated by The White Motor Company as 'National Accounts' or 'Fleet Accounts,' and to the Federal and State Governments and departments and political subdivisions thereof, the same discounts on parts and accessories as authorized and allowed them by The White Motor Company."

"*Parts Sales and Discounts.* [Company or Distributor] will sell to [Type of Dealer] new White parts and accessories listed in the latest revised parts books of The White Motor Company at the prices and discounts and on the terms and conditions as provided in the aforementioned 'Price List—Appendix A,' and (or) 'Price List—Appendix B.'"

[fol. 194] "*Performance of Agreement.* * * * It is further understood and agreed that full performance of this agreement by [Type of Dealer] is a condition precedent to performance thereof by [Company or Distributor] and that any failure by [Company or Distributor] to enforce or to require performance by [Type of Dealer] of any provision of this agreement or to exercise any option herein granted, shall in no way affect the validity of this agreement or impair the right of [Company or Distributor] later on to enforce any such provision or exercise any such option."

In addition to the above clauses, the Direct Dealer and Direct Key Dealer contracts provide that:

"[Type of Dealer] *Not Company's Agent.* It is not the intent that [Type of Dealer] possess any authority or

power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Company or make promises or representations relative to the products of Company other than contained in the standard warranty of Company."

The Dealer, Metropolitan Dealer and Key Dealer Selling Agreements contain the following provision:

"[*Type of Dealer*] *Not Agent*. It is not the intent that [*Type of Dealer*] possess any authority or power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Distributor or The White Motor Company, or make promises or representations relative to products of The White Motor Company other than contained in the standard warranty of said Company."

TRUCK-RESALE PRICES

The Court further finds that:

Distributor Selling Agreements and the Dealer Selling Agreements require all distributors to resell White trucks, standard equipment, accessories and parts to dealers at the prices, discounts and terms established by White. Defendant so admits at page 54 of its Brief.

None of the contracts herein require distributors, dealers or direct dealers to sell White trucks to consumers at specified prices.

[fol. 195]

RESALE PRICES OF PARTS

Defendant admits (Brief, p. 55) (and the contracts under consideration would permit no other construction) that it has entered into agreements with its distributors, dealers and direct dealers, and has required its distributors to enter into agreements with their dealers, fixing and establishing the discounts to be allowed by such distributors, dealers and direct dealers on the sale of White parts and accessories to purchasers designated by White as National Accounts, Fleet Accounts, Federal and State Governments

and departments and political subdivisions thereof, and the Court so finds.

RETAIL SALES BY DISTRIBUTORS

The Distributor Selling Agreements neither prohibit the sale of White trucks and parts by distributors to consumers nor require that distributors sell only to dealers, and since there are approximately 209 distributors but a total of only about 85 dealers (Plaintiff's Ex. 36), the Court finds that distributors sell White trucks, standard equipment, accessories and parts at retail to consumers as well as to dealers.

ALLOCATION OF TERRITORY

The Court further finds that:

All Distributor Selling Agreements provide that the distributors may sell White trucks to dealers approved by White for resale only within the distributor's assigned territory.

The agreements under consideration all contain agreements by the distributors, dealers and direct dealers not to sell White trucks except to individuals, firms or corporations having places of business and/or purchasing headquarters within the territories assigned in their respective contracts.

[fol. 196]

ALLOCATION OF CUSTOMERS

The Court further finds that:

All Distributor, Dealer and Direct Dealer Selling Agreements contain agreements by such distributors, dealers and direct dealers that they will not sell White trucks to any Federal or State government or any department or political subdivision thereof without permission of White.

All Distributor Selling Agreements contain agreements by such distributors that they will not authorize their dealers to sell White trucks to any Federal or State government or any department or political subdivision thereof without permission of White.

All Dealer Selling Agreements contain agreements by the dealers that they will not sell White trucks to any person, firm or corporation for resale without the written consent of their respective distributors.

All Distributor Selling Agreements contain agreements by such distributors that they will not authorize their dealers to sell trucks to any person, firm or corporation for resale without the written consent of White.

All White Distributor and Direct Dealer Selling Agreements contain agreements by the dealers that they will not sell White trucks to any person, firm or corporation for resale (excluding White, its branches, distributors, dealers and direct dealers approved by White) without the consent of defendant.

Certain of the contracts under consideration contain agreements by distributors, dealers or direct dealers that they will not sell White trucks to specific persons, firms or corporations.

MOTION FOR SUMMARY JUDGMENT

The Government contends its motion should be granted because the subject contracts and other admitted facts constitute restraints of interstate commerce which are *per se* unreasonable, and therefore, without more, are illegal. White opposes the motion on the grounds that the facts [fol. 197] herein do not disclose restraints which are illegal *per se* and that it is entitled to introduce at trial other evidence which, it claims, would prove that its various distributor and dealer contracts do not unreasonably restrain trade.

Defendant herein has filed no opposing affidavits, exhibits or depositions but concessions made in an opposing party's brief may be considered in a motion for summary judgment. *Allison v. Mackey*, 188 F. 2d 983 (C.A. D.C. 1951); 6 Moore's Federal Practice, Second Ed., 2081.

Examples of the ultimate facts which defendant would seek to prove at trial are contained in the following excerpt from its Brief, pp. 4, 5:

" * * * the manufacture and sale of trucks is an extremely competitive business, a business as competitive as any business in the United States; that among the defen-

dant's competitors are General Motors Corporation, Ford Motor Company, Chrysler Corporation and International Harvester Company, each much larger and more powerful than The White Motor Company, as well as Mack Trucks, Inc., a corporation about the same size as The White Motor Company; that the competition between the above mentioned truck companies, in fact, fixes the price at which trucks are sold to the consumers; that the provisions of the defendant's contracts, of which the plaintiff complains, do not in fact or in effect unreasonably restrain competition or trade and commerce in the manufacture and sale of trucks, but on the contrary increase such competition by enabling the defendant to have a distributing organization which enables it to compete effectively with its larger and more powerful competitors; that the use of distributors and dealers has been a common method of marketing trucks and other commodities for more than half a century; and that fair and reasonable protection for distributors and dealers is necessary, or the defendant will lose many competent distributors and dealers, thus reducing competition in the sale of trucks; and that the destruction of the class of small business men, known as distributors and dealers, is not to the public interest; and many other facts that, we believe, will establish to the satisfaction of this Court that the contractual provisions, of which the plaintiff complains, have proper purposes and effects and are not unfair or unreasonable in any respect and that such provisions are not in unreasonable restraint of competition or trade and commerce within the inhibitions of the Sherman Antitrust Act."

[fol. 198] Such considerations have no materiality to the issues presently before the Court, namely, whether the admitted facts disclose *per se* violations of the Sherman Act. For if, by "considering the contracts or agreements, their necessary effect and the character of the parties by whom they were made, they were clearly restraints of trade within the purview of the statute, they could not be taken out of that category by indulging in general reasoning as

to the expediency or non-expediency of having made the contracts or the wisdom or want of wisdom of the statute which prohibited their being made." *Standard Oil Co. v. United States*, 221 U.S. 1, 65 (1911).

There being no genuine issue as to any material fact upon which the Government relies, the motion for summary judgment may properly be decided on the basis of the pleadings, evidence and briefs now before the Court.

RESALE PRICE MAINTENANCE

Fifty years ago in *Dr. Miles Medical Co. v. Park*, 220 U.S. 373 (1911), the Supreme Court held vertical resale price maintenance agreements to be violations of the Sherman Act. The case arose in this Circuit when a manufacturer of proprietary medicines established a system of contracts for the maintenance of prices fixed by it for wholesale and retail sales of its products and brought an action to enjoin a wholesale druggist, who had refused to enter into such an agreement, from buying Dr. Miles products from others, in violation of their contracts, and then reselling them at cut prices. The Court held that the appellant was not entitled to relief and that the resale price agreements were illegal both at common law and under the Sherman Act. Appellant had urged the business importance of "a standard retail price" and that "confusion and damage have resulted from sales at less than the prices fixed." (Id. 407.) But the Court held that a manufacturer's power "to project his control beyond his own sales must depend, not upon an inherent power incident to production and original ownership, but upon agreement" (Id. 405), that all restraints of trade and interference with liberty of action in [fol. 199] trading were contrary to public policy unless the particular restriction could be shown to be reasonable "in reference to the interests of the parties concerned and reasonable in reference to the interests of the public," * * * while at the same time it is in no way injurious to the public." (Id. 407.) The Court stated that the case was "not analogous to that of a sale of good will, or of an interest in a business, or of the grant of a right to use a process of

manufacture," for the manufacturer "has conferred no right by virtue of which its purchasers may compete with it." Instead, the manufacturer "retains complete control over the business in which it is engaged, manufacturing what it pleases and fixing such prices for its own sales as it may desire." (Id. 407.) The Court found that the agreements were "designed to maintain prices, after the complainant has parted with the title to the articles, and to prevent competition among those who trade in them." (Id. 407.) It held that:

" * * * agreements or combinations between dealers, having for their sole purpose the destruction of competition and the fixing of prices, are injurious to the public interest and void. They are not saved by the advantages which the participants expect to derive from the enhanced price to the consumer.

"The complainant having sold its product at prices satisfactory to itself, the public is entitled to whatever advantage may be derived from competition in the subsequent traffic." (Id. 408, 409.)

In *United States v. Colgate*, 250 U.S. 300 (1919), the Court sustained the dismissal of an indictment which the District Court had interpreted as charging only that defendant had exercised its right to specify resale prices and to refuse to deal with anyone who refused to maintain them. In *United States v. Schrader's Son*, 252 U.S. 85 (1920), followed by *Frey v. Cuddeh*, 256 U.S. 208 (1921), and *FTC v. Beech-Nut*, 257 U.S. 441 (1922), the Supreme Court expressly limited the *Colgate* doctrine and reaffirmed *Dr. Miles* as holding that combinations and conspiracies to fix [fol. 200] resale prices and "thereby destroy dealers' independent discretion" (252 U.S., at p. 99) were illegal under the Sherman Act. The principles of the *Dr. Miles* case with respect to resale price maintenance have never been questioned by the Supreme Court and were recently reaffirmed in *United States v. Parke, Davis & Co.*, 362 U.S. 29 (1960), discussed below.

United States v. Bausch & Lomb, 321 U.S. 707 (1944), decided after the passage of the Miller-Tydings Act² presented issues similar to those in the instant case. It was a civil action charging Soft-Lite Lens Co. with violation of Sections 1 and 3 of the Sherman Act by establishing resale price maintenance agreements and certain distribution controls with respect to certain, unpatented pink tinted eyeglass lenses bearing the trademark Soft-Lite, and of which Soft-Lite was the sole distributor. Soft-Lite had introduced pink tinted lenses in the United States and at times had engaged various manufacturers to produce these lenses which it would market. Eventually, Soft-Lite entered into an arrangement with one of these manufacturers, Bausch & Lomb, whereby the latter agreed to produce the tinted lenses exclusively for Soft-Lite, not to compete with Soft-Lite in the sale of such lenses, and not to manufacture them for others. *United States v. Bausch & Lomb*, 45 F. Supp. 387, 390 (S.D. N.Y., 1942). As the business grew, Soft-Lite built up a distribution system which included the "licensing" of selected wholesalers who would adhere to its policies, including resale only to those retailers "licensed" by Soft-Lite at prices established by Soft-Lite. Retailers were carefully selected and were not expected to quote prices in their advertisements or operate as adjuncts to department or jewelry stores. The District Court found that [fol. 201] while specific, uniform retail prices to consumers were not established by Soft-Lite, retailers were required to maintain prevailing local prices and to charge premium prices over comparable untinted lenses; consequently, retail prices were not freely allowed to find their own competitive levels. Retailers agreed with Soft-Lite to sell only to consumers or patients. Refusal of wholesalers or retailers to observe the sales and price policies established by Soft-Lite, or sales by wholesalers to retailers not approved by Soft-Lite, resulted in the offending wholesalers' or retailers' having their licenses from Soft-Lite cancelled, thus being

² The provisos now contained in Section 1 of the Sherman Act (15 U.S.C.A., 1), resulting from legislation known as the Miller-Tydings Act, exempt certain resale price maintenance agreements from the statute's operation.

no longer entitled to receive Soft-Lite lenses. In its advertising, Soft-Lite stressed that it was protecting its approved retailers from competition of "unethical practitioners and price cutters," and each participant knew he was a part of a larger system. (45 F. Supp., at 392, 393, 397.)

The District Court concluded that Soft-Lite's distribution system was in violation of the letter and spirit of Sections 1 and 3 of the Sherman Act. Judge Rifkind said, at page 395:

"The principle has long been established that the Sherman Act condemns an agreement between a distributor and a group of wholesalers to boycott all retailers not approved by the distributor and to charge a uniform price to all retailers who are approved." (Citing cases.)

The District Court held that the exclusive manufacturing arrangement between Soft-Lite and Bausch & Lomb was not illegal and, the Supreme Court being equally divided on this issue, its dismissal of Bausch & Lomb was affirmed.

In the Supreme Court, when Soft-Lite admitted that its retail license provisions, binding dealers to sell (1) at locally prevailing prices and (2) only to the public, constituted illegal restraints, the Supreme Court said:

"Our former decisions compel this conclusion. Price fixing, reasonable or unreasonable, is 'unlawful *per se*.' (Citing cases.) The retailer's price to his customer is the single source of stable profits for all handlers." 321 U.S., at pp. 719, 720.

[fol. 202]. The Court also held that Soft-Lite's agreements with its wholesalers to maintain prices and restrict customers violated Sections 1 and 3 of the Sherman Act:

"Soft-Lite is the distributor of an unpatented article. It sells to its wholesalers at prices satisfactory to itself. Beyond that point it may not project its power over the prices of its wholesale customers by agreement. A distributor of a trademarked article may not lawfully limit by agreement, express or implied, the price

at which or the persons to whom its purchaser may resell, except as the seller moves along the route which is marked by the Miller-Tydings Act. *Dr. Miles v. Park*, 220 U.S. 373, 404. Even the additional protection of a copyright, . . . or of a patent, . . . adds nothing to a distributor's power to control prices of resale by a purchaser. The same thing is true as to restriction of customers." *Id.* 721.

And, at page 723, the Court said:

"So far as the wholesalers are concerned; Soft-Lite and its officers conspired and combined among themselves and with at least some of the wholesalers to restrain commerce by designating selected wholesalers as subdistributors of Soft-Lite products, by fixing resale prices and by limiting the customers of the wholesalers to those recommended by the wholesalers and approved by Soft-Lite—all in violation of the Sherman Act."

Recently, the Supreme Court had occasion to consider how far a manufacturer may go in regulating resale prices and distribution policies of its wholesalers and retailers. In *United States v. Parke, Davis & Co.*, 362 U.S. 29 (1960), a manufacturer of pharmaceuticals was charged with violation of Sections 1 and 3 of the Sherman Act by combining and conspiring with retail and wholesale druggists in Richmond, Va., and the District of Columbia to maintain wholesale and retail prices of its products in areas which had no "fair trade" laws. *Parke Davis* sold to five

³ "Fair trade laws" is a name frequently given to state statutes which permit resale price maintenance agreements. Such contracts, under certain conditions, are exempt from the provisions of the Sherman Act under the Miller-Tydings Act (note 2 above) and from the antitrust laws generally by the McGuire Act, passed in 1952. This Act amended 15 U.S.C.A., 45(a), insofar as relevant here, to provide that:

• "(2). Nothing contained in this section or in any of the Anti-trust Acts shall render unlawful any contracts or agreements prescribing minimum or stipulated prices, or requiring a vendee to enter into contracts or agreements prescribing mini-

[fol. 203] wholesale druggists in the area involved and directly to some large retailers. Before 1936 Parke Davis had announced in its catalogues that it would deal only with wholesalers who adhered to Parke Davis's published resale price schedules and who, in turn, sold only to drug retailers authorized by law to fill prescriptions, and who observed Parke Davis's suggested minimum retail prices. When certain retailers began advertising and selling Parke Davis products at lower than the suggested minimum prices, Parke Davis called on its wholesale and retail customers in the area and announced it would refuse to sell to any retailer who did not observe its suggested minimum [fol. 204] prices, and would refuse to sell to any wholesaler who resold to retailers who did not adhere to the minimum prices. Each wholesaler and retailer was informed that his competitors were being similarly advised. Retailers who would give no assurances of compliance were cut off by Parke Davis, not only as to the branded products being sold below the specified minimum price but as to all Parke Davis's products including drugs used in filling prescriptions.

Failing in these efforts to prevent retail price cutting, Parke Davis next attempted, by means of personal calls

mum or stipulated prices, for the resale of a commodity which bears, or the label or container of which bears, the trademark, brand, or name of the producer or distributor of such commodity and which is in free and open competition with commodities of the same general class produced or distributed by others, when contracts or agreements of that description are lawful as applied to intrastate transactions under any statute, law, or public policy now or hereafter in effect in any State, Territory, or the District of Columbia in which such resale is to be made, or to which the commodity is to be transported for such resale.

"(5) Nothing contained in paragraph (2) of this subsection shall make lawful contracts or agreements providing for the establishment or maintenance of minimum or stipulated resale prices on any commodity referred to in paragraph (2) of this subsection, between manufacturers, or between producers, or between wholesalers, or between brokers, or between factors, or between retailers, or between persons, firms, or corporations in competition with each other."

on wholesalers and retailers, to induce the retailers to refrain only from advertising discount prices. This plan was successful for a short time, but soon Parke Davis abandoned all efforts to prevent cut-price advertising and selling.

At the close of the Government's case, the District Court had dismissed the action on the ground that Parke Davis's activities were properly unilateral and sanctioned by law under the doctrine of *United States v. Colgate*, 250 U.S. 300. The Supreme Court reversed, again reaffirming the *Dr. Miles* case and pointing out, as it has been required to do many times over the years, the narrowness of the *Colgate* doctrine. At page 44, in discussing a manufacturer's unilateral refusal to deal with customers not adhering to its resale price policy, the Court said:

"True, there results the same economic effect as is accomplished by a prohibited combination to suppress price competition if each customer, although induced to do so solely by a manufacturer's announced policy, independently decides to observe specified resale prices. So long as *Colgate* is not overruled, this result is tolerated but only when it is the consequence of a mere refusal to sell in the exercise of the manufacturer's right 'freely to exercise his own independent discretion as to parties with whom he will deal.' When the manufacturer's actions, as here, go beyond mere announcement of his policy and the simple refusal to deal, and he employs other means which effect adherence to his resale prices, this countervailing consideration is not present and therefore he has put together a combination in violation of the Sherman Act."

[fol. 205] But, the Court said:

"The program upon which Parke Davis embarked to promote general compliance with its suggested resale prices plainly exceeded the limitations of the *Colgate* doctrine and under *Beech-Nut* and *Bausch & Lomb* effected arrangements which violated the Sherman Act. Parke Davis did not content itself with announcing its policy regarding retail prices and follow-

ing this with a simple refusal to have business relations with any retailers who disregarded that policy. Instead Parke Davis used the refusal to deal with the wholesalers in order to elicit their willingness to deny Parke Davis products to retailers and thereby help gain the retailers' adherence to its suggested minimum retail prices. The retailers who disregarded the price policy were promptly cut off when Parke Davis supplied the wholesalers with their names. The large retailer who said he would 'abide' by the price policy, the multi-unit Peoples Drug chain, was not cut off. In thus involving the wholesalers to stop the flow of Parke Davis products to the retailers, thereby inducing retailers' adherence to its suggested retail prices, Parke Davis created a combination with the retailers and the wholesalers to maintain retail prices and violated the Sherman Act." (Id. 45.)

The Court noted that if the "resumed adherence" of one of Parke Davis's retail customers to the Parke Davis price schedule, following the interview between the customer's Vice President and Parke Davis's Assistant Branch Manager, showed that the two had entered into a price maintenance agreement "express, tacit or implied, such agreement violated the Sherman Act without regard to any wholesalers' participation." (Id. 45, n. 6.)

White admits that certain of its resale prices are fixed but urges that such agreements have two limited applications which, in its view, have "proper purposes and effects":

"One is that if a distributor exercises his option to appoint dealers under him he must sell new White trucks to his dealers at the same prices as the prices at which The White Motor Company sells such new White trucks to its direct dealers. The purpose of this provision is to assure the defendant that the distributors' dealers and the defendant's direct dealers get an equal break pricewise. This is both fair and necessary if the defendant and its distributors are to have satisfied and efficient dealer organizations. It would be intolerable to have the defendant's direct dealers buying trucks

[fol. 206] at one price and the distributors' dealers buying the same trucks at a different price. The other very limited situation is that 'all distributors and dealers must give to 'national accounts', 'fleet account', and Federal and State governments and departments and political subdivisions thereof the same discounts on parts and accessories as the defendant gives to said 'national accounts', 'fleet accounts' and Federal and State governments and departments and political subdivisions thereof. The purpose of this provision is so that the defendant may be assured that 'national accounts', 'fleet accounts' and Federal and State governments and departments and political subdivisions thereof, which are classes of customers with respect to which the defendant is in especially severe competition with the manufacturers of other makes of trucks and which are likely to have a continuing volume of orders to place, shall not be deprived of their appropriate discounts on their purchases of repair parts and accessories from any distributor or dealer, with the result of becoming discontented with The White Motor Company and the treatment they receive with reference to the prices of repair parts and accessories for White trucks. It is common knowledge that probably nothing will make the owner of a motor vehicle so peeved as to be overcharged for repairs parts and accessories." Defendant's Brief, pp. 54, 55.

The prohibitions of the Sherman Act cannot be evaded by good motives. *Standard Sanitary Mfg. Co. v. United States*, 226 U.S. 20, 49 (1912); *Fashion Guild v. F.T.C.*, 312 U.S. 457, 468 (1941); *Associated Press v. United States*, 326 U.S. 1, 16 n. 15 (1945); *Radovich v. National Football League*, 352 U.S. 445, 453, n. 10 (1957).

Nor are combinations fixing maximum prices any less subject to the Sherman Act than those which fix minimum prices for they "cripple the freedom of traders and thereby restrain their ability to sell in accordance with their own judgment." *Kiefer-Stewart Co. v. Seagram & Sons*, 340 U.S. 211, 213 (1951).

Defendant, as well as its competitors, must comply with the law. Defendant established its distribution system, and if weaknesses or "intolerable" situations develop, it is within its power to make necessary corrections or revisions in the system within the framework of the law.

[fol. 207] Defendant states that there are no provisions in its contracts "with reference to the prices that the purchasing public shall pay for White trucks," that "the provisions governing the prices that distributors shall charge their dealers for trucks apply to less than 5 per cent of the trucks purchased by the distributors from The White Motor Company," and that "whatever restraints these limited provisions with regard to prices cause to competition or trade and commerce are trivial, theoretical and reasonable." (Defendant's Brief, pp. 55, 56.)

Volume of commerce is immaterial in Sherman Act cases. *United States v. Socony Vacuum Oil Co.*, 310 U.S. 150, 221 (1940); *United States v. McKesson & Robbins*, 351 U.S. 305, 310 (1956). It "is enough if some appreciable part of interstate commerce is the subject of a monopoly, a restraint or a conspiracy. * * * Likewise irrelevant is the importance of the interstate commerce affected in relation to the entire amount of that type of commerce in the United States." *United States v. Yellow Cab Co.*, 332 U.S. 218, 225, 226 (1947).

That the contracts contain no provisions with reference to the specific prices which distributors, dealers or direct dealers shall charge consumers for White trucks has no bearing on the fact that wholesale truck and parts prices and parts prices to certain consumers are fixed by White.

While the defendant has not suggested that the resale price maintenance provisions under consideration fall within the Miller-Tydings or McGuire Act exemptions, it should be noted that the Supreme Court has held that a manufacturer which also acts as a wholesaler is not within those exemptions and therefore may not lawfully enter into resale price maintenance agreements with other wholesalers. *United States v. McKesson & Robbins*, 351 U.S. 305, 312 (1956).

Defendant concedes (Brief, p. 57) that this case does not involve any issue either of sales through bona fide agents

of the manufacturer or of products manufactured or sold under patent licenses as in *United States v. General Electric Co.*, 272 U.S. 476 (1926). (See also provisions of contracts to the effect that distributors, dealers and direct dealers are not White's agents.)

[fol. 208] In the Court's judgment, the provisions of defendant's distributor, dealer and direct dealer selling agreements, which prescribed resale prices and discounts of White trucks, equipment, accessories and parts, or any of them, constitute *per se* violations of Section 1 of the Sherman Act.

ALLOCATION OF TERRITORIES AND CUSTOMERS

The Government contends that since combinations and agreements fixing prices among competitors, which eliminate but a single element of competition, are illegal *per se*, the allocation of territories and of customers must also be illegal *per se*, as all elements of competition among the various selling units involved are thereby eliminated. (Government's Brief, p. 12.)

White's position is that, in order to market its trucks effectively in competition with the trucks of its competitors, it enters into contracts whereby its distributors agree to maintain sales rooms with stocks adequate to sell and service White trucks in their assigned territories, to properly display signs, and maintain adequate supplies of parts, and that the "territorial limitations do, in fact, not unreasonably or substantially restrict competition or trade and commerce but have both the purpose and effect of promoting the business and increasing the sales of White trucks in competition with The White Motor Company's powerful competitors." (Defendant's Brief, pp. 9, 10.)

White urges that to obtain distributors or dealers who are "able and energetic," they must "have the agreement of The White Motor Company that it will not itself step in and undercut [them] and that The White Motor Company will not allow any other of its distributors or dealers to come into the territory and scalp the market for White trucks therein." White further states:

[fol. 209] "To obtain the maximum number of sales of trucks in a given area. The White Motor Company has to insist that its distributors and dealers concentrate on trying to take sales away from other competing truck manufacturers in their respective territories rather than on cutting each other's throats in other territories. If The White Motor Company is unable to procure the kind of vigorous and reputable distributors and dealers that will adequately represent it in their respective areas, its distributing organization of distributors and dealers will, slowly but surely, deteriorate and disintegrate, and as surely as the retirement of The White Motor Company from business would reduce competition in the manufacture and sale of trucks, so, just as surely, would the deterioration and disintegration of The White Motor Company's distributing organization reduce competition in the manufacture and sale of trucks. The plain fact is, as we expect to be able to show to the satisfaction of the Court at a trial of this case on the merits, that the outlawing of exclusive distributorships and dealerships in specified territories would reduce competition in the sale of motor trucks and not foster such competition."

The terms "exclusive contracts," "exclusive territories," or "exclusive dealerships," frequently are used to mean (1) agreements by a manufacturer with its distributors or dealers that the manufacturer will not sell to any others or to others within their respective "exclusive territories," or (2) (as in this case) agreements by distributors and dealers with their manufacturer or supplier that they will not sell to purchasers located outside their respective assigned "exclusive territories." It is most important to keep in mind these conflicting definitions because agreements in the first category have been upheld as reasonable when ancillary to the sale of goods for resale because they protect the vendee's property rights in his resale business from being destroyed or damaged by the actions of his vendor who is in a position to undersell, or establish a competitor of, his vendee. *United States v. Bausch & Lomb*, 321 U.S. 707; *United States v. Paramount Pictures*, 66 F.Supp. 323 (S.D.

N.Y., 1946), judgment modified 334 U.S. 131 (1948); *Schwing Motor Co. v. Hudson Sales Co.*, 239 F.2d 176 (C.A. 4, 1956); *Packard Motor Car Co. v. Webster*, 243 F.2d 418 (C.A. D.C. 1957).

[fol. 210] But the Supreme Court has consistently held that agreements in the second category, allocation of markets among competitors, violate the Sherman Act. Since this case involves only agreements in the second category, we should first consider *United States v. Addyston Pipe & Steel Co.*, 85 F. 271 (C.C.A. 6, 1898), judgment affirmed, decree modified, *Addyston Pipe & Steel Co. v. United States*, 175 U.S. 211 (1899). In that case, a number of manufacturers of cast iron pipe agreed to eliminate competition among themselves. This was accomplished in part by allocating business in certain cities or areas to specific manufacturers. Where several bids were required, as in the case of sales to Government agencies, the defendants agreed among themselves which company would be the low bidder. The trial court sustained defendants' demurrer but the Circuit Court of Appeals, in an opinion by Judge Taft, reversed and ordered a permanent injunction against the combination. Defendants admitted the existence of the agreements but claimed that they were necessary to avoid great losses and ruinous competition which would have carried prices far below a reasonable point. In language peculiarly applicable to this case the Supreme Court asked and answered several questions:

"If dealers in any commodity agreed among themselves that any particular territory bounded by state lines should be furnished with such commodity by certain members only of the combination, and the others would abstain from business in that territory, would not such agreement be regarded as one in restraint of interstate trade? If the price of the commodity were thereby enhanced, (as it naturally would be,) the character of the agreement would be still more clearly one in restraint of trade. Is there any substantial difference where, by agreement among themselves, the parties choose one of their number to make a bid for the supply of the pipe for delivery in another State, and agree that

all the other bids shall be for a larger sum, thus practically restricting all but the member agreed upon from any attempt to supply the demand for the pipe or to enter into competition for the business? Does not an agreement or combination of that kind restrain interstate trade, and when Congress has acted by the passage of a statute like the one under consideration, does not such a contract clearly violate that statute?" (Id. 241.)

The Court went on to hold that the contract and combination violated the statute.

[fol. 211] In *Aper Hosiery Co. v. Leader*, 310 U.S. 469 (1940), Justice Stone, discussing the relation of the Sherman Act to the common law concepts of restraints of trade, noted that agreements to "divide marketing territories [and] apportion customers," along with agreements to fix prices and restrict production, were "illegal and were unenforceable at common law." (Id. 497.) And, at page 493:

"The end sought [by enactment of the Sherman Act] was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or otherwise control the market to the detriment of purchasers or consumers of goods and services, all of which had come to be regarded as a special form of public injury."

United States v. National Lead Co., 63 F.Supp. 513 (S.D. N.Y., 1945), affirmed 332 U.S. 319 (1947), involved a world-wide cartel controlling patents and technological information pertaining to the manufacture of titanium compounds. In maintaining and carrying out the purpose of the cartel, to suppress competition among its members, the parties allocated territories among themselves and refused to license potential customers or classes of customers under the patents except on terms agreed upon by the combination. Of this the District Court said, at page 524:

"This is a case where if not the sole, at least one of the principal objects was 'to restrain trade in order to avoid the competition which it has always been the policy of the common law to foster.' *United States v.*

Addyston Pipe & Steel Co., 6 Cir., 1898, 85 F. 271, 282, 283;"

And, at page 523:

"No citation of authority is any longer necessary to support the proposition that a combination of competitors, which by agreement divides the world into exclusive trade areas, and suppresses all competition among the members of the combination, offends the Sherman Act."

In *United States v. Imperial Chemical Industries*, 100 F.Supp. 504 (S.D. N.Y., 1951), after finding that the defendants had conspired to avoid and prevent competition among themselves and with others by dividing markets in restraint of interstate and foreign commerce, the Court said, at pages 592, 593:

[fol. 212] "In the face of this finding, the law is crystal clear: A conspiracy to divide territories, which affects American commerce, violates the Sherman Act.

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 "Territorial division is 'in restraint of trade or commerce,' no less than price fixing. It involves 'the denial to commerce of the supposed protection of competition.' *United States v. Aluminum Co. of America*, 2 Cir., 148 F.2d 416, 428. There is no intimation in any decision that elimination of competition is to be given a more favorable judicial consideration when achieved by the route of territorial division rather than by way of price fixing, or that proof of industry domination is required in one case though not required in the other. (Id. 593.)

Defendant has cited a number of cases which are claimed to stand for the proposition that a manufacturer's agreements with its distributors or dealers which restrict their sales territories are lawful.

The first of these cases, *Phillips v. Iola Portland Cement Co.*, 125 F. 593 (C.C.A. 8, 1903), cert. den. 192 U.S. 606.

(1904), involved a single sale of cement which the defendant jobber had agreed not to ship or sell outside the State of Texas. Sued for breach of contract in refusing to accept and pay for some of the cement, defendant alleged that the agreement violated the Sherman Act and was therefore unenforceable. The agreement was held not to have had any direct or substantial effect upon competition or trade among the states, that other manufacturers competing with plaintiff were free to set their own prices and select their customers, and that, if the agreement did have the effect of restraining defendant from competing with other jobbers and manufacturers beyond the State of Texas, "this restriction was not the chief purpose or the main effect of the contract of sale, but a mere indirect and immaterial incident of it." (Id. 595.) *Phillips* obviously has no bearing on the instant case which is a direct attack on a system of restraints which are in continual operation, not an action for breach of a single contract of sale.

[fol. 213] *Cole Motor Car Co. v. Hurst*, 228 F. 280 (C.C.A. 5, 1915), cert. den. *Tillar v. Cole Motor Car Co.*, 247 U.S. 511 (1918), involved an agent or consignee of the plaintiff automobile manufacturer being sued for money due. The consignee defended on the ground that the contract was illegal in that it restricted the territory in which he could sell. The antitrust question was raised collaterally and involved only the relationship between a manufacturer and a single outlet. Moreover, while White quoted extensively from the *Cole* opinion, at pages 12 and 13 of its brief, it omitted from the content the following two sentences showing that the relationship between the parties was that of principal and agent, not buyer and seller, making the case clearly inapplicable to White:

"It will be seen that it was not a contract which conveyed title to Hurst, and brought his control of the machines under the operation of the Texas law. Surely the Cole Company had the right to determine that its agents should sell its cars at its own price." (Id. 284.)

Sinclair Refining Co. v. Wilson Gas and Oil Co., 52 F.2d 974 (W.D., S.C., 1931) was also a suit for goods sold. The

Court rejected and did not consider a counterclaim based on conduct of defendant which allegedly violated the Sherman Act.

The Federal Trade Commission cases cited by defendant, *B. S. Pearsall Butter Co. v. FTC*, 292 F. 720 (C.C.A. 7, 1923) and *General Cigar Co., Inc.*, 16 F.T.C. dec. 537 (1932), do not bear on the issues of this case.

Another Commission ruling cited by defendant is *Columbus Coated Fabrics Corp.*, CCH Trade Reg. Rep., 1959-60, p. 36,963, a proceeding under Section 5 of the Federal Trade Commission Act (15 U.S.C.A., 45). The complaint charged a manufacturer and two of its distributors with conspiring to restrain competition by:

- "(1) Establishing and maintaining uniform fixed suggested dealer resale prices;
- "(2) Establishing and maintaining exclusive sales territories for distributors;
- "(3) Threatening to, and boycotting certain dealers." (Id. 36,963.)

[fol. 214] The hearing examiner dismissed charges 1 and 2 above but entered a cease and desist order as to charge 3. The dismissal of charges 1 and 2 resulted from finding that there were no agreements embracing such terms, not upon a conclusion that such agreements would be lawful as would be inferred from defendant's brief. Chairman Gwynne, speaking for the Commission, stated, at page 36,964:

"There is no evidence of any agreement, either written or oral, as to these allocations. Nor is there any substantial evidence that Columbus made efforts to require observance or to police the unilateral arrangements it made. . . . It appears also that any distributor or dealer may sell Wall-Tex anywhere he wishes. He can also choose his own customers and is free to handle competing products. In fact, many do handle such products.

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"There is no evidence of any agreement between distributors to enforce Columbus' suggested prices or to enforce their own. Nor is there evidence of agreement among dealers to agree to or to enforce either."

United States v. Paramount Pictures, 66 F.Supp. 323 (S.D. N.Y., 1946), judgment modified, 334 U.S. 131 (1948), involved an issue of the *per se* illegality of agreements (called "clearances") by motion picture distributors with exhibitors not to license other exhibitors in their respective territories to show certain films until after the lapse of specified numbers of days. This case involved restrictions of a different nature from the one at bar, for, as the three-judge District Court held, the granting of clearances when "not accompanied by a fixing of minimum prices, or not unduly extended as to area or duration, affords a fair protection to the interests of the licensee without unreasonably interfering with the interests of the public." (Id. 341.)

Boro Hall Corp. v. General Motors Corp., 124 F.2d 822 (C.C.A. 2, 1942), rehearing denied 130 F.2d 196, cert. den. 317 U.S. 695 (1943), involved the issue of an automobile [fol. 215] manufacturer's requiring that one of its dealers not locate its used car sales outlet except in an area to be agreed upon between the parties, so as not to unduly prejudice other dealers of that manufacturer and distributor. The Court of Appeals affirmed the dismissal of the cause of action as not stating a claim under the Sherman Act. The agreement, or proposed agreement, at issue in *Boro Hall* related only to the location of a place of business and, as the Court noted:

"The plaintiff was always at liberty to sell used cars outside its 'zone of influence' and was only forbidden to establish a used car outlet, lot or salesroom outside this zone." (Id. 197.)

Defendant also relies on *Schanna Motor Co. v. Hudson Sales Co.*, 138 F.Supp. 899 (D.C. Md., 1956), affirmed *per curiam* 239 F.2d 176 (C.A. 4, 1956), and *Parland Motor Car Co. v. Webster*, 243 F.2d 418 (C.A. D.C., 1957). Both were treble damage actions under Sections 1 and 2 of the Sherman Act but neither involved issues other than refusal to

deal: The *Schwing* case was instituted by two former Hudson automobile dealers who charged that the manufacturer entered into an agreement with a third dealer whereby the manufacturer refused to renew plaintiffs' dealer franchises and refused to sell them Hudson automobiles, thus giving the third dealer a "virtual monopoly" of the sale of Hudson automobiles and parts in the City of Baltimore. On motion of defendants, the amended complaint was dismissed. The Court held that the defendant manufacturer was within its rights in exercising discretion as to the parties with whom it wished to deal, citing the *Colgate* case, and others:

"A manufacturer may prefer to deal with one person rather than another, and may grant exclusive contracts in a particular territory." (138 F.Supp. 903.)

The Court, in *Schwing*, recognized that there had been no allegation of a "horizontal conspiracy between competitors" (Id. 905), and commented that if such had been the case "[o]f course the agreement would be invalid . . ." (Id. 906.)

The *Packard* case was brought by a former Baltimore Packard automobile dealer against the manufacturer and two of its officers, charging that Packard had agreed with another dealer, Zell, to terminate the franchises of all [foi. 216] other Packard dealers in Baltimore to give Zell an exclusive contract for that area. The District Court submitted the case to the jury, which returned a verdict for the plaintiff. The Court of Appeals reversed, expressing agreement with the *Schwing* decision, above, and holding that the "fact that any other dealers in the same product of the same manufacturer are eliminated does not make an exclusive dealership illegal; it is the essential nature of the arrangement. The fact that Zell asked for the arrangement does not make it illegal." (243 F.2d 421.) It is apparent that the "exclusive contracts" and "exclusive dealerships" in *Schwing* and *Packard* are contracts in which the vendors (in those cases the manufacturers) agreed with certain of their respective dealers that they would not sell to others or appoint other dealers or agents within specified areas or distances in relation to the dealers' places of

business but that those terms do not apply to the agreements at issue in the instant case whereby vendees (distributors and dealers) agree with their vendors (manufacturer or distributors) not to resell goods purchased to certain classes of customers or outside of their assigned territories.

Reliable Volkswagen & Worldwide Automobile Corp., 182 F.Supp. 412 (D.C. N.J., 1960), charged breach of contract, fraud and other wrongful acts including violation of the Sherman Act. Plaintiff alleged that a foreign manufacturer, its exclusive United States importer, and others, agreed among themselves and with other distributors to sell Volkswagen products only to franchised Volkswagen dealers; that the defendants agreed to limit sales to franchised dealers within the respective exclusive sales territories of the distributors, and that as a result of these agreements plaintiff has been unable to purchase Volkswagen products. The case was before the District Court on defendants' motion to dismiss or for summary judgment. The Court dismissed the eighth cause of action, which had set forth the above Sherman Act allegations. Defendant herein emphasizes Circuit Judge Forman's comment that he was "not persuaded that this system constitutes a *per se* violation of the Sherman Act." (Id. 427.)

[fol. 217] In dismissing the charge, the Court relied, to some extent, on the *Schwinn* and *Packard* cases (discussed above and found to be inapplicable to the instant case) and on *United States v. Bitz*, 179 F.Supp. 80 (S.D. N.Y., 1959), which decision was later reversed, *United States v. Bitz*, 282 F.2d 465 (C.A. 2, 1960). But the real basis for the Court's dismissal of the eighth cause of action in *Reliable Volkswagen* appears to have been not upon a consideration of the legality of defendants' distribution system, but upon its conclusion that the cause of action failed to allege a public injury "or even a private injury," 182 F.Supp. 425, and that it alleged "only a refusal to deal for which in this context the antitrust law provides no remedy." (Id. 427.) Since this construction made dismissal mandatory under the *Colgate* doctrine, the case has no application to White.

For the reasons indicated, defendant's authorities do not sustain the legality of the territorial allocations of its marketing system.

White defends the agreements of its distributors, dealers and direct dealers not to sell to anyone for resale (except to White or other White approved distributors and dealers) as being necessary to "assure itself by the provisions of its contracts that the persons attempting to sell White trucks to the purchasing public shall be men who will deal honestly and fairly with the purchasing public: * * ." (Defendant's Brief, p. 36.)

The provisions of its selling agreements prohibiting distributors, dealers and direct dealers from selling White trucks to Federal or State Governments, or departments or political subdivisions thereof, are justifiable, according to White, because they do not "restrict the competition for government business but on the contrary increase[s] such competition by enabling The White Motor Company to compete for the business on equal terms with, and under as favorable circumstances as, competing manufacturers of trucks." (Defendant's Brief, p. 37.)

The cases cited by defendant, as supporting customer allocation, either involved single contracts or did not present Sherman Act issues and therefore have no bearing on this case.

[fol. 218] *Wilder Mfg. Co. v. Corn Products Co.*, 236 U.S. 165 (1915) was an action for goods sold, which started in the State Courts of Georgia. The purchaser, Wilder, defended on the ground that plaintiff corporation was organized to violate the federal antitrust laws, hence had no legal existence, and that the purchase contract was unenforceable because of a clause to the effect that the goods sold were for defendant's own use and not for resale. The trial court struck out the answer as constituting no defense, the Georgia Court of Appeals affirming. The Supreme Court held that the contract of sale was not inherently illegal because of that clause, and others, so as to bar recovery for the purchase price. There was no issue, and no expression of opinion by the Court, as to whether the resale restrictions constituted a violation of Section 1 of the Sherman Act.

In *Green v. Electric Vacuum Cleaner Co.*, 132 F.2d 312 (C.C.A. 6, 1942), plaintiff manufacturer brought an action for patent and trademark infringement against a rebuilder

of vacuum cleaners. As a defense it was asserted that plaintiff was violating the antitrust laws in attempting to prevent defendant from obtaining its parts. Affirming judgment for the plaintiff, the Court held that directives by the plaintiff to its dealers not to resell its patented parts to persons engaged in rebuilding traded in or junked cleaners were not contracts in unreasonable restraint of trade under the antitrust laws.

P. Lorillard Co. v. Weingarden, 280 F. 238 (W.D. N.Y., 1922), involved a single transaction wherein plaintiff sought to enforce a restrictive covenant against sale within the United States of a quantity of cigarettes sold to defendant at a special price because of their inferior quality. Plaintiff contended that their sale in this country would damage its reputation. The Court held the covenant to be reasonable and that it presented no question of Sherman Act violation.

Fosburgh v. California & Hawaiian Sugar Refining Co., 291 F. 29 (C.C.A. 9, 1923), also involved a single transaction wherein the Court held to be reasonable, and not in violation of the Sherman Act, contractual provisions [fol. 219] enjoining the resale of certain sugar purchased, where such provisions had been made at the suggestion of the United States Government because of the World War I sugar shortage.

In *United States v. Newbury Manufacturing Co.*, 36 F.Supp. 602 (D. Mass., 1941), the Court held to be reasonable a restriction by a vendor, the United States Government, to the effect that certain goods sold be disposed of only in foreign countries.

Chicago Sugar Co. v. American Sugar Refining Co., 176 F.2d 1 (C.A. 7, 1949), cert. den. 338 U.S. 948 (1950), was an action instituted by a sugar distributor against a processor under the Clayton Act and the Robinson-Patman Act. The Court held that long term requirements contracts between a sugar refiner and a manufacturer, whereby the manufacturer agreed to use the sugar solely for its own purposes and not to resell it, was not harmful to competition or in restraint of trade. No Sherman Act question was involved.

In *Bascom Launder Corp. v. Telecoin Corp.*, 204 F.2d 331 (C.A. 2, 1953), cert. den. 345 U.S. 994 (1953), the issue was over an instruction given by the District Judge to the jury in a treble damage action. He had stated that a contract whereby a manufacturer appointed a single distributor to sell to a certain class of customers, and agreed to appoint no other, "amounted to a contract, combination and conspiracy in restraint of trade or commerce in violation of the Sherman Act as a matter of law." (Id. 334.) The Court of Appeals reversed, holding that the instruction had amounted to a directed verdict for the plaintiff, whereas the question was for the jury to decide.

Roux Distributing Co., Federal Trade Commission Dkt. 6636, CCH Trade Reg. Rep. (FTC Complaints, Orders, Stipulations, 1959-1960), par. 27,855, p. 36,923, was a decision by the Commission arising out of an action under Section 5 of the Federal Trade Commission Act, 15 U.S.C.A. 45. Respondent was charged with requiring its wholesale customers to agree to limit their sales to certain classes of purchasers. The statute condemns unfair methods of competition and unfair or deceptive acts or practices in commerce. The Commission held that "a violation of Section [fol. 220] 5 is not shown unless the record contains some evidence of the competitive effect of the practices," (Id. 36,925), and dismissed the complaint after finding no conclusive evidence of previous competition among respondent's customers, which the challenged agreements allegedly had removed. No issues involving the Sherman Act were presented.

White asserts that it does not dominate the truck market and that "the relevant market is not a market for White trucks, as plaintiff seems to assume in its brief, but is the market for trucks of all makes," (Defendant's Brief, p. 70), citing *United States v. DuPont*, 351 U.S. 377 (1956). But *DuPont* was an action under Section 2 of the Sherman Act charging monopolization or attempts to monopolize which necessarily involved questions of relevant market. On the other hand, *Dr. Miles v. Park*, 220 U.S. 373, *United States v. Bausch & Lomb*, 321 U.S. 707, *United States v. McKesson & Robbins Co.*, 351 U.S. 305, *United States v. Parke, Davis*, 362 U.S. 29, to cite but a few cases, make it

abundantly clear that market control is not a material factor in cases involving resale restrictions and that resellers of identical products of a single manufacturer are regarded as being in competition with one another with respect to such sales. See also *United States v. Bausch & Lomb*, 45 F.Supp. 387, 397 (S.D. N.Y., 1942).

White's defense is based on the assumption that a process of justification may be employed to remove from the scope of the Sherman Act restraints which, by their inherent nature, have a direct and immediate effect upon interstate commerce. This theory was discussed at length and rejected in *Standard Oil Co. v. United States*, 221 U.S. 1 (1911), wherein the Court held that a finding that a contract or combination in restraint of trade has a direct and immediate effect on interstate commerce, and the application of the rule of reason, were one and the same thing. It stated, at page 67:

"The confusion which gives rise to the question results from failing to distinguish between the want of power to take a case which by its terms or the circumstances which surrounded it, considering among such circumstances the character of the parties, is plainly within the statute, out of the operation of the statute [fol. 221] by resort to reason in effect to establish that the contract ought not to be treated as within the statute, and the duty in every case where it becomes necessary from the nature and character of the parties to decide whether it was within the statute to pass upon that question by the light of reason."

Individually, White and any of its distributors, dealers or direct dealers might refuse to sell to certain customers or classes of customers but the Sherman Act makes concerted refusal to deal, as in this case, an offense. *Kiefer-Stewart Co. v. Seagram & Sons*, 340 U.S. 211, 214 (1951).

CONCLUSION

The Sherman Act does not sanction the suppression by a manufacturer of competition among its purchasers or sub-purchasers. *Ethyl Gasoline Corp. v. United States*, 309

U.S. 436, 452 (1940); nor does it permit limitation on sales to certain customers or classes of customers by vertical combination, *Dr. Miles v. Park*, 220 U.S. 373, 400 (1911); *United States v. Bausch & Lomb Co.*, 321 U.S. 707, 723 (1944); especially when part of a scheme to fix or maintain resale prices, *United States v. Parke, Davis & Co.*, 362 U.S. 29, 44, 45 (1960). White can fare no better in a system of identical contracts with its distributors and dealers allocating territories and customers than could the distributors and dealers themselves "if they formed a combination and endeavored to establish the same restrictions, and thus to achieve the same result, by agreement with each other." *Dr. Miles v. Park*, 220 U.S. 373, 408 (1911).

In *Associated Press v. United States*, 326 U.S. 1, 15 (1945), the Supreme Court said:

"While it is true in a very general sense that one can dispose of his property as he pleases, he cannot 'go beyond the exercise of this right, and by contracts or combinations express or implied, unduly hinder or obstruct the free and natural flow of commerce in the channels of interstate trade.' *United States v. Bausch & Lomb Co.*, 321 U.S. 707, 722. The Sherman Act was specifically intended to prohibit independent businesses from becoming 'associates' in a common plan which is [fol. 222] bound to reduce their competitor's opportunity to buy or sell the things in which the groups compete."

Within legal limits, White may contract with its distributors, dealers or other customers with respect to the maintenance of certain standards and policies. Also, within legal limits, White may simply announce its policies regarding its customers' resale practices and terminate its business dealings with those who do not comply. *United States v. Colgate*, 250 U.S. 300 (1918); *United States v. Parke, Davis & Co.*, 362 U.S. 29, 44 (1960). But the contractual provisions at issue in this case do not relate to such matters as pertain only to White's distributors' and dealers' good will in the community; location and appearance of show rooms, maintenance of adequate repair and service

facilities, employment of courteous and skilled technical and sales personnel, compliance with local laws and regulations, maintenance of good credit ratings, or assumption of primary responsibility for sales coverage of specified areas and classes of customers. At issue here is a system of agreements involving White and all distributors, dealers and direct dealers, in its nation-wide distribution system, which limit and suppress competition by fixing certain resale prices of White trucks and parts and by dividing markets, customers and classes of customers, including agreements which allow only White to bid on sales of trucks to Federal, State and local governmental agencies.

In *Park v. Hartman*, 153 F. 24 (C.C.A. 6, 1907), appeal dismissed 212 U.S. 588, Circuit Judge (later Mr. Justice) Lurton aptly described the effects of a system of illegal resale restrictions imposed by a manufacturer, resembling those in the instant case, in the following manner:

"Thus all room for competition between retailers, who supply the public, is made impossible. If these contracts leave any room at any point of the line for the usual play of competition between the dealers in the product marketed by complainant [the manufacturer], it is not discoverable. Thus a combination between the manufacturer, the wholesalers and the retailers to maintain prices and stifle competition has been brought about." (Id. 42.)

[fol. 223] The foregoing passage was quoted with approval by the Supreme Court in *Dr. Miles v. Park*, 220 U.S. 373, at page 400.

The Supreme Court, in *United States v. Socony-Vacuum Oil Co.*, 310 U.S. 150 (1940), at pages 221, 222, condemned all price tampering conspiracies as violating the Sherman Act:

"Any combination which tampers with price structures is engaged in an unlawful activity. Even though the members of the price-fixing group were in no position to control the market, to the extent that they raised, lowered, or stabilized prices they would be directly interfering with the free play of market forces. The

Act places all such schemes beyond the pale and protects that vital part of our economy against any degree of interference. Congress has not left with us the determination of whether or not particular price-fixing schemes are wise or unwise, healthy or destructive. It has not permitted the age-old cry of ruinous competition and competitive evils to be a defense to price-fixing conspiracies. It has no more allowed genuine or fancied competitive abuses as a legal justification for such schemes than it has the good intentions of the members of the combination. If such a shift is to be made, it must be done by the Congress."

The subject provisions of defendant's selling agreements deprive purchasers or consumers, including all Federal, State and local governments, "of the advantages which they derive from free competition." *Apex Hosiery Co. v. Leader*, 310 U.S. 469, 501 (1940), in the field of medium and heavy duty trucks in the United States and the District of Columbia, not only by eliminating competition among White's own distributors, dealers and direct dealers, but also by restraining and preventing their competing with, or bidding against, other truck manufacturers, and their respective distributors and dealers, outside their assigned sales areas.

On the basis of the facts found herein, as to which there is no genuine issue, the Court is of the opinion that the plain purpose and effect of the challenged provisions of White's selling agreements is to eliminate and suppress competition by fixing certain resale prices of White trucks and parts, by allocating customers and by dividing sales territories among competitors or potential competitors; that the contracts containing such provisions directly affect [fol. 224] interstate commerce and, as a matter of law under the authorities cited and discussed above, constitute contracts and combinations which, on their face, unreasonably restrain trade and commerce among the several states of the United States and the District of Columbia, in violation of Sections 1 and 3 of the Sherman Act. Accordingly, the Government's motion for summary judgment will be sustained and the Court will issue an appropriate decree.

Entry of summary judgment in an antitrust case is both proper and desirable where the restraints complained of are clearly unreasonable, involving *per se* violations of the Sherman Act. *Associated Press v. United States*, 326 U.S. 1, 5, 6; *International Salt Co. v. United States*, 332 U.S. 392, 396 (1947). In sustaining the District Court's granting of summary judgment for the Government in *Northern Pacific Railway Co. v. United States*, 356 U.S. 1 (1958), the Supreme Court said, at pages 4 and 5:

"The Sherman Act was designed to be a comprehensive charter of economic liberty aimed at preserving free and unfettered competition as the rule of trade. It rests on the premise that the unrestrained interaction of competitive forces will yield the best allocation of our economic resources, the lowest prices, the highest quality and the greatest material progress, while at the same time providing an environment conducive to the preservation of our democratic political and social institutions. But even were that premise open to question, the policy unequivocally laid down by the Act is competition. And to this end it prohibits 'Every contract, combination . . . or conspiracy, in restraint of trade or commerce among the several States.' Although this prohibition is literally all-encompassing, the courts have construed it as precluding only those contracts or combinations which 'unreasonably' restrain competition. *Standard Oil Co. of New Jersey v. United States*, 221 U.S. 1; *Chicago Board of Trade v. United States*, 246 U.S. 231.

"However, there are certain agreements or practices which because of their pernicious effect on competition and lack of any redeeming virtue are conclusively presumed to be unreasonable and therefore illegal without elaborate inquiry as to the precise harm they have caused or the business excuse for their use. This principle of *per se* unreasonableness not only makes the type of restraints which are proscribed by the Sherman Act more certain to the benefit of everyone concerned, but it also avoids the necessity for an incredibly complicated and prolonged economic investiga-

[fol. 225] tion into the entire history of the industry involved, as well as related industries, in an effort to determine at large whether a particular restraint has been unreasonable—an inquiry so often wholly fruitless when undertaken. Among the practices which the courts have heretofore deemed to be unlawful in and of themselves are price fixing, *United States v. Socony-Vacuum Oil Co.*, 310 U.S. 150, 210; division of markets, *United States v. Addyston Pipe & Steel Co.*, 85 F. 271, aff'd 175 U.S. 211, group boycotts, *Fashion Originators' Guild v. Federal Trade Comm'n.*, 312 U.S. 457; and tying arrangements, *International Salt Co. v. United States*, 332 U.S. 392."

See also *Eastern Railroad Presidents Conference v. Noerr Motor Freight*, 365 U.S. 127 (1961).

There is nothing in the record to indicate that the defendant herein had any sinister motives in executing and maintaining the contractual provisions which the Court has determined to be unlawful on the basis of well established authority. Again referring to *United States v. Socony-Vacuum Oil Co.*, *supra*, at page 222 (page 40 of this memorandum), defendant's arguments as to the business necessity of agreements of this type must be addressed to the Congress rather than to the Courts.

The traditional function of the trial Court is to interpret and apply the law, rather than to declare the law. Thus, it may frequently occur that a judge is required to render a decision that does not necessarily reflect his personal attitude or philosophy upon the subject. Upon the basis of the foregoing careful analysis and findings of fact as to which there is no genuine issue and the conclusions of law herein contained, my function as a judge is properly performed.

The Government will submit a proposed decree.

Girard E. Kalbfleisch, United States District Judge.

ANNUAL SALES OF WHITE TRUCKS BY DEFENDANT

Classes of Customers	1955	1956	1957	(First 7 Mos.) 1958
	Amount	Amount	Amount	Amount
U. S. Government.	\$ 770,000	\$ 473,000	\$ 13,862,000	\$18,857,000
Government of D. C.	3,000	--	--	8,000
All Customers in D. C., except Gov't. of D. C. . . .	126,000	144,000	215,000	22,000
State & Local Gov't. & their Agencies.	814,000	839,000	1,235,000	1,020,000
National Accounts	3,725,000	4,989,000	5,237,000	3,204,000
Fleet Accounts.	37,084,000	43,804,000	42,392,000	28,860,000
Distributors.	52,249,000	53,862,000	52,260,000	35,117,000
Direct Dealers.	327,000	2,273,000	218,000	81,000
Indirect Dealers.	--	--	--	--
Fire Truck Buyers	8,000	--	10,000	13,000
All Other Buyers in U. S. . .	<u>7,822,000</u>	<u>9,726,000</u>	<u>12,042,000</u>	<u>5,519,000</u>
Total Sales by Defendant. . .	\$102,928,000	\$116,110,000	\$127,471,000	\$92,699,000

[fol. 227] [File endorsement omitted]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

[Title omitted]

FINAL JUDGMENT PROPOSED BY PLAINTIFF—
LODGED MAY 15, 1961—Filed July 3, 1961

This cause having come on to be considered upon a motion by the plaintiff for a summary judgment against the defendant The White Motor Company, the Court having determined, upon consideration of the record and the briefs, filed by the plaintiff and defendant, that there is no genuine issue between the parties as to any material fact, and the Court having filed its opinion hereon on the 21st day of April, 1961 granting the motion for summary judgment, it is hereby

Ordered, Adjudged and Decreed:

I

The Court has jurisdiction of the subject matter hereof and of the parties hereto.

II

As used in this Final Judgment:

(A) "Defendant" means The White Motor Company, a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at Cleveland, Ohio;

(B) "Person" means any individual, partnership, firm, association, corporation or other business or legal entity;

(C) "Distributor" means any person engaged, in whole or in part, in the sale of trucks and parts at wholesale, including those persons heretofore designated by the defendant as distributors;

[fol. 228] (D) "Dealer" means any person engaged, in whole or in part, in the sale of trucks and parts at retail, including those persons heretofore designated by the defendant as "key dealer," "metropolitan dealer," "dealer," "direct key dealer," "direct metropolitan dealer," and "direct dealer."

III

The defendant has entered into contracts and combinations which unreasonably restrain trade and commerce in the distribution and sale of trucks and parts among the several states of the United States and the District of Columbia, in violation of Sections 1 and 3 of the Act of Congress of July 2, 1890, as amended, commonly known as the Sherman Act.

IV

The provisions in the contracts between and among the defendant and its distributors and dealers,

- (A) purporting to impose limitations or restrictions on the territories within which, or persons to whom distributors and dealers may sell trucks, and
- (B) purporting to obligate distributors and dealers to sell trucks and parts at prices or upon terms and conditions established by the defendant.

are hereby adjudged unlawful and declared illegal and void.

V

The provisions of this Final Judgment applicable to the defendant shall also apply to each of its subsidiaries, successors, assigns, officers, directors, agents and employees, and to all persons in active concert or participation with the defendant who receive actual notice of this Final Judgment by personal service or otherwise.

VI

The defendant is enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any

[fol. 229] rights under, any combination, contract, agreement, understanding, plan or program with any distributor, dealer or any other person:

(A) To limit, allocate or restrict the territories in which, or the persons to whom, any distributor, dealer or other person may sell trucks;

(B) To fix, establish, maintain or adhere to prices, discounts, or other terms or conditions for the sale of trucks or parts to any third person.

VII

(A) Defendant is ordered and directed within thirty (30) days after the date of the entry of this Final Judgment to take all necessary action to effect the cancellation of each provision of every contract between and among the defendant and its distributors and dealers which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Defendant is ordered and directed within thirty (30) days after the date of the entry of this Final Judgment to mail a copy of this Final Judgment to each of its distributors and dealers.

(C) Defendant is ordered and directed to file with this Court, and serve upon the plaintiff, within forty-five (45) days after the date of the entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with subsections (A) and (B) of this Section VII.

VIII

For the purpose of securing or determining compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Reasonable access, during the office hours of the defendant, to all books, ledgers, accounts, correspondence,

[fol. 230] memoranda and other records and documents in the possession or under the control of the defendant relating to any matters contained in this Final Judgment; and

(B) Subject to the reasonable convenience of the defendant, and without restraint or interference from the defendant, to interview, regarding any such matters, officers or employees of the defendant, who may have counsel present.

Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the enforcement of this Final Judgment. No information obtained by the means provided in this Section VIII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings in which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

IX

Judgment is entered against the defendant for all costs to be taxed in this proceeding.

X

Jurisdiction is retained by this Court for the purpose of enabling any party to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, or for the punishment of violations thereof.

....., United States District Judge.

Date:

[fol. 232] [File endorsement omitted]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

[Title omitted]

STATEMENT OF DEFENDANT'S DISAPPROVAL OF PLAINTIFF'S PROPOSED DRAFT OF JUDGMENT, COPIES OF WHICH WERE DELIVERED TO THE CLERK OF COURT AND SERVED ON THE DEFENDANT ON MAY 15, 1961, AND STATEMENT OF DEFENDANT'S OBJECTIONS THERETO AND OF THE REASONS FOR SAID OBJECTIONS, AND DRAFT OF JUDGMENT WHICH DEFENDANT PROPOSES AS A SUBSTITUTE FOR THE PLAINTIFF'S DRAFT AND SUBMITS HERewith—June 3, 1961

The defendant disapproves the plaintiff's proposed draft of judgment, copies of which were delivered to the Clerk of this Court and served upon this defendant on May 15, 1961.

The following is a statement of the defendant's objections to the plaintiff's said draft of judgment and of the reasons therefor:

1. The definitions of "distributor" and "dealer" in paragraphs (C) and (D) of Section II of plaintiff's proposed draft of judgment should be confined to distributors and dealers in the United States and are otherwise not factually accurate. Definitions believed by us to be accurate are set forth in the defendant's proposed draft of judgment which is submitted herewith.
2. The finding contained in Section III of the plaintiff's proposed draft of judgment is too broad and indefinite and inaccurate, since the Court has found (and could find on the present Motion for Summary Judgment) only that the defendant has entered into contracts with distributors and dealers containing, among other provisions, the provisions thereafter in the

[fol. 233] judgment adjudged to be unlawful which unreasonably restrain trade and commerce among the states of the United States and the District of Columbia in violation of Sections 1 and 3 of the Sherman Antitrust Act. See the defendant's proposed draft of judgment submitted herewith.

3. The provisions in the contracts between and among the defendant and its distributors and dealers which the Court has found to be illegal, should be much more definitely and accurately stated than they are in Section IV of the plaintiff's draft of Final Judgment. The defendant is entitled to be advised specifically and accurately in the judgment as to the provisions of its contracts which the Court has adjudged to be illegal. Furthermore, there is no basis whatsoever, either in the plaintiff's Motion for Summary Judgment or in the Court's opinion, for a finding that any provisions of the defendant's contracts are unlawful, other than the provisions limiting or restricting the territories within which and the persons to whom distributors and dealers may sell trucks, and the provisions fixing prices; and, consequently, the phrase "or upon terms and conditions" contained in paragraph (B) of Section IV of the plaintiff's proposed draft of judgment should be omitted. We believe that the defendant's draft of judgment submitted herewith accurately states the contractual provisions which the Court has held to be illegal. If, contrary to our understanding, there is any other contractual provision which the Court holds to be illegal, such provision should be specifically and accurately stated in the judgment.
4. The provisions of Section VI of the plaintiff's proposed draft of Final Judgment are not confined to relief on this issues raised on the Motion for Summary Judgment in this case and are too broad. More specifically, the words "combination" and "plan or program" in the line at the top of page 3 of plaintiff's [fol. 234] proposed draft of judgment have no basis for use in this case, where the only question at issue

or which could be at issue under the plaintiff's Motion for Summary Judgment, is whether certain provisions of the defendant's contracts with its distributors or dealers are *per se* in unreasonable restraint of commerce and illegal. Furthermore, what the words "combination" and "plan or program" would mean in the context of this case, there is no means of knowing. In addition, there should be added a clause making it clear that the defendant has the right to choose and select distributors and dealers and to designate geographical areas in which such distributors and dealers shall respectively be primarily responsible for selling products made or sold by the defendant, and the right to discontinue dealing with distributors or dealers who do not adequately represent the defendant and promote the sale of its products, in their respective areas of primary responsibility. This is a clause which has commonly been used by the Government in consent decrees. Furthermore, while the Miller-Tydings Act and the McGuire Act have not now and never have had any application to the defendant's marketing practices, yet, since the Final Judgment has no limitation as to duration, a clause should be added to preserve any lawful rights which the defendant may have and choose to exercise in the future under the provisions of the Miller-Tydings Act or the McGuire Act or any similar law of the United States. We submit that Section VI of the defendant's proposed draft of Final Judgment, which is submitted herewith, adequately enjoins the defendant from doing anything and everything which the Court has found to be illegal, or could find to be illegal on the plaintiff's Motion for Summary Judgment.

5. The defendant has filed a Motion to Stay Judgment [fol. 235] Pending Appeal and while this Court, as we read the authorities, may, at its election, insert in the Final Judgment a paragraph providing for such stay or make a separate order providing therefore, we suggest that, unless the Court prefers to make a separate order with reference thereto, a paragraph providing

for such stay be added to the Final Judgment. The authorities cited by us in support of the Motion to Stay Judgment Pending Appeal fully support such motion and the insertion of such paragraph in the Final Judgment. We have consequently added to the defendant's proposed draft of Final Judgment, which is submitted herewith, in Section XI thereof, a paragraph providing for such stay of judgment pending appeal, in a form heretofore used in antitrust cases under circumstances similar to those in the case at issue.

The defendant submits herewith a draft of the judgment which it proposes as a substitute for the draft submitted by the plaintiff.

Respectfully submitted,

John H. Watson, Jr., John T. Scott, James M. Porter,
1649 Union Commerce Building, Cleveland, Ohio,
Attorneys for Defendant, The White Motor Com-
pany.

M. B. & H. H. Johnson, 1649 Union Commerce Building,
Cleveland, Ohio, Of Counsel.

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of June, 1961, I served a copy of the foregoing and a copy of the defendant's proposed draft of Final Judgment submitted herewith and attached hereto, upon Robert B. Hummel and Frank B. Moore, Jr., counsel for plaintiff, by depositing same in the United States mails, postpaid, addressed to them at the Great Lakes Field Office of the Department of Justice, Antitrust Division, 526 Standard Building, Cleveland 13, Ohio.

James M. Porter, Attorney for Defendant.

[fol. 236]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

[Title omitted]

FINAL JUDGMENT PROPOSED BY DEFENDANT—
Filed June 3, 1961

This cause having come on to be considered upon a motion by the plaintiff for a summary judgment against the defendant, The White Motor Company, and the Court having determined, upon consideration of the record and the briefs filed by the plaintiff and the defendant, that there is no genuine issue between the parties as to any material fact, and the Court having filed its opinion hereon on the 21st day of April, 1961, granting the motion for summary judgment, it is hereby

Ordered, Adjudged and Decreed:

I.

The Court has jurisdiction of the subject matter hereof and of the parties hereto.

II.

As used in this Final Judgment:

(A) "Defendant" means The White Motor Company, a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at Cleveland, Ohio;

(B) "Person" means any individual, partnership, firm, association, corporation or other business or legal entity;

(C) "Distributor" means any person engaged in the purchase from the defendant of trucks and parts and in the sale thereof, in whole or in part at wholesale, in the United States of America. As used in the defendant's contracts with "distributors", "distributor" also includes persons en-

[fol. 237] gaged in the purchase from the defendant of trucks and parts and in the sale thereof at retail in the United States of America.

(D) "Dealer" means any person engaged in the purchase from the defendant, or from any of the defendant's distributors, of trucks and parts and in the sale thereof at retail in the United States of America, including those persons heretofore designated by the defendant as "key dealer", "metropolitan dealer", "dealer", "direct key dealer", "direct metropolitan dealer", and "direct dealer".

III.

The defendant has entered into contracts containing, among other provisions, the provisions hereinafter adjudged to be unlawful, illegal and void, which unreasonably restrain trade and commerce in the distribution and sale of trucks and parts among the several states of the United States and the District of Columbia, in violation of Sections 1 and 3 of the Act of Congress of July 2, 1890, as amended, commonly known as the Sherman Act.

IV.

The following provisions in contracts between and among the defendant and its distributors and dealers are hereby adjudged unlawful and declared illegal and void, to wit:

- (A) Provisions that the distributor or dealer, as the case may be, agrees not to sell trucks purchased by the distributor or dealer under the contract, except to individuals, firms or corporations having a place of business and/or purchasing headquarters in a specified territory.
- (B) Provisions that the distributor or dealer, as the case may be, agrees not to sell trucks purchased by the distributor or dealer under the contract, to any person, firm or corporation for resale by such person, firm or corporation, except the defendant's branches and the defendant's approved distributors and dealers, unless the right to do so is specifically

granted by the defendant in writing, and provisions that the distributor or dealer agrees not to sell such [fol. 238] trucks to any Federal or State Government or any department or political subdivision thereof, unless the right to do so is specifically granted by the defendant in writing.

- (C) Provisions providing that distributors agree to sell to their dealers new White truck standard chassis, including standard equipment and accessories mounted thereon, and new White parts and accessories, at prices established by the defendant, and provisions that distributors or dealers, as the case may be, agree to extend to firms and corporations, and subsidiaries of the latter, designated by the defendant as "National Accounts" or "Fleet Accounts", and to the Federal and State Governments and departments and political subdivisions thereof, the same discounts on parts and accessories as authorized and allowed the aforementioned accounts by the defendant.

V.

The provisions of this Final Judgment applicable to the defendant shall also apply to each of its subsidiaries, successors, assigns, officers, directors, agents and employees, and to all persons in active concert or participation with the defendant who receive actual notice of this Final Judgment by personal service or otherwise.

VI.

The defendant is enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any rights under, any provision of any contract, agreement or understanding with any distributor or dealer, which provision

- (A) limits or restricts, or purports to limit or restrict, the territories in which any distributor or dealer may sell trucks, provided, however, that, subject to the foregoing provisions of Section VI (A), the

defendant may exercise the right to choose and [fol. 239] select distributors and dealers and to designate geographical areas in which such distributors and dealers shall respectively be primarily responsible for selling products made or sold by the defendant, and to terminate the franchises of, or cease to sell to, distributors or dealers who do not adequately represent the defendant and promote the sale of said products in areas so designated as their primary responsibility;

- (B) limits or restricts, or purports to limit or restrict, the persons to whom any distributor or dealer may sell trucks;
- (C) fixes, establishes or maintains, or purports to fix, establish or maintain, the prices or discounts at which distributors or dealers may sell trucks, or parts thereof, to any third person, provided, however, that this provision shall not be construed as depriving the defendant of any lawful rights which the defendant may have under the provisions of the so-called Miller-Tydings Act or the so-called McGuire Act, or any similar law hereafter enacted by the Congress of the United States.

VII.

(A) Defendant is ordered and directed within thirty (30) days after the date of the entry of this Final Judgment to take all necessary action to effect the cancellation of each provision of every contract between and among the defendant and its distributors and dealers which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Defendant is ordered and directed within thirty (30) days after the date of the entry of this Final Judgment to mail a copy of this Final Judgment to each of its distributors and dealers.

(C) Defendant is ordered and directed to file with this Court, and serve upon the plaintiff, within forty-five (45)

days after the date of the entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with subsections (A) and (B) of this Section VII.

[fol. 240]

VIII.

For the purpose of securing or determining compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Reasonable access, during the office hours of the defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the defendant relating to any matters contained in this Final Judgment; and

(B) Subject to the reasonable convenience of the defendant, and without restraint or interference from the defendant, to interview, regarding any such matters, officers or employees of the defendant, who may have counsel present.

Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the enforcement of this Final Judgment. No information obtained by the means provided in this Section VIII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings in which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

IX.

Judgment is entered against the defendant for all costs to be taxed in this proceeding.

X.

Jurisdiction is retained by this Court for the purpose of enabling any party to this Final Judgment to apply to this Court at any time for such further orders and directions as [fol. 241] may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, or for the punishment of violations thereof.

XI.

The injunctions provided for hereinabove and all executory action under this Final Judgment shall not become effective or operative until sixty (60) days after the date of the entry of this Final Judgment, and, in the event an appeal is prosecuted by the defendant, all injunctive and executory actions provided for herein shall be stayed and suspended pending the final disposition of such appeal, conditioned upon the defendant's entering into an appeal and supersedeas bond in the amount of \$250.00.

....., United States District Judge.

Date:

[fol. 251] [File endorsement omitted]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION
Civil Action No. 34593

UNITED STATES OF AMERICA, Plaintiff,

v.

THE WHITE MOTOR COMPANY, Defendant.

FINAL JUDGMENT—September 5, 1961

This cause having come on to be considered upon a motion by the plaintiff for a summary judgment against the

defendant, The White Motor Company, the Court having determined, upon consideration of the record and the briefs filed by the plaintiff and defendant, that there is no genuine issue between the parties as to any material fact, and the Court having filed its memorandum herein on the 21st day of April, 1961,

It Is Hereby Ordered, Adjudged and Decreed That:

I.

The Court has jurisdiction of the subject matter hereof and of the parties hereto and plaintiff's motion for summary judgment is sustained.

II.

As used in this Final Judgment:

(A) "Defendant" means The White Motor Company, a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at Cleveland, Ohio;

(B) "Person" means any individual, partnership, firm, association, corporation or other business or legal entity;

[fol. 252] (C) "Distributor" means any person engaged, in whole or in part, in the purchase from the defendant of trucks and parts and in the sale thereof at wholesale or at retail in the United States of America, including those persons heretofore designated by the defendant as "distributor" or "franchised distributor."

(D) "Dealer" means any person engaged, in whole or in part, in the purchase from the defendant, or from any of the defendant's distributors, of trucks and parts and the sale thereof at retail in the United States of America, including those persons heretofore designated by the defendant as "key dealer," "metropolitan dealer," "dealer," "direct key dealer," "direct metropolitan dealer," and "direct dealer."

III.

The defendant has entered into contracts and combinations with its dealers and distributors which unreasonably

restrain trade and commerce in the distribution and sale of trucks and parts among the several states of the United States and the District of Columbia, in violation of Sections 1 and 3 of the Act of Congress of July 2, 1890, as amended, commonly known as the Sherman Act, 15 U.S.C.A., 1, 3.

IV.

The provisions in the contracts between and among the defendant and its distributors and dealers,

- (A) purporting to impose limitations or restrictions on the territories within which, or persons or classes of persons to whom distributors and dealers may sell trucks, and
- (B) purporting to obligate distributors and dealers to sell trucks and parts at prices or discounts established by the defendant,

are hereby adjudged unlawful, illegal, null and void.

[fol. 253]

V.

The provisions of this Final Judgment applicable to the defendant shall also apply to each of its subsidiaries, successors, assigns, officers, directors, agents and employees, and to all persons in active concert or participation with the defendant who receive actual notice of this Final Judgment by personal service or otherwise.

VI.

The defendant is enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any rights under any contract, combination, agreement or understanding, with any distributor, dealer, or any other person:

(A) To limit, allocate or restrict the territories in which, or the persons or classes of persons to whom, any distributor, dealer or other person may sell trucks;

(B) To fix, establish, maintain or adhere to prices, discounts, or other terms or conditions for the sale of trucks or parts to any third person.

VII.

(A) Defendant is ordered and directed, within thirty (30) days after the effective date of this Final Judgment, to take all necessary action to effect the cancellation of each provision of every contract between and among the defendant and its distributors and dealers which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Defendant is ordered and directed, within thirty (30) days after the effective date of this Final Judgment, to mail a copy of this Final Judgment to each of its distributors and dealers.

(C) Defendant is ordered and directed to file with this Court, and serve upon the plaintiff, within forty-five (45) days after the effective date of this Final Judgment, an affidavit as to the fact and manner of its compliance with subsections (A) and (B) of this Section VII.

[fol. 24]

VIII.

For the purpose of securing or determining compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Reasonable access, during the office hours of the defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the defendant relating to any matters contained in this Final Judgment; and

(B) Subject to the reasonable convenience of the defendant, and without restraint or interference from the defendant, to interview, regarding any such matters, officers or employees of the defendant, who may have counsel present.

No information obtained by the means provided in this Section VIII shall be divulged by any representative of

the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff, except in the course of legal proceedings in which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

IX.

Judgment is entered against the defendant for all costs to be taxed in this proceeding.

[fol. 255]

X.

Jurisdiction is retained by this Court for the purpose of enabling any party to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, or for the punishment of violations thereof.

XI.

The injunctions provided for hereinabove and all executory action under this Final Judgment shall not become effective or operative until sixty (60) days after the date of the entry of this Final Judgment; and, in the event an appeal is prosecuted by the defendant, all injunctive and executory actions provided for herein shall be stayed and suspended pending the final disposition of such appeal, conditioned upon the defendant's entering into an appeal and supersedeas bond in the amount of Two Hundred and Fifty Dollars (\$250.00).

Girard E. Kalbfleisch, United States District Judge.

Date: Sept. 5, 1961.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION
Civil Action No. 34593

UNITED STATES OF AMERICA, Plaintiff,
vs.
THE WHITE MOTOR COMPANY, Defendant.

NOTICE OF APPEAL TO THE SUPREME COURT
OF THE UNITED STATES—Filed October 26, 1961

I. Notice is hereby given that The White Motor Company, the defendant above named, hereby appeals to the Supreme Court of the United States from the Final Judgment dated and entered in this action on September 5, 1961.

This appeal is taken pursuant to Section 2 of the Expediting Act of February 11, 1903, 32 Stat. 823, 15 U. S. C. §29, as amended by Section 17 of the Act of June 25, 1948, 62 Stat. 869.

II. The Clerk will please prepare a transcript of the record in this cause, for transmission to the Clerk of the Supreme Court of the United States, and include in said transcript the following:

1. Amended Complaint.
2. Answer to Amended Complaint.
3. Interrogatories Propounded by the Plaintiff to the Defendant, dated and filed August 19, 1958.
4. Answers of the Defendant to Plaintiff's Interrogatories with attached Exhibits A-N, inclusive.
5. Stipulation and order for the withdrawal by the Plaintiff of Interrogatory 14a.

6. Stipulation and order with respect to Interrogatory 8.
7. Answer of the Defendant to Interrogatory 8 with attached Exhibit J-1.
8. Deposition of Alfred Dixon Edgerton and Plaintiff's Exhibits Edgerton, 1-36, inclusive, filed October 16, 1959.
- [fol. 257] 9. Plaintiff's Motion for Summary Judgment, filed April 18, 1960.
10. Brief of Defendant in opposition to Plaintiff's Motion for Summary Judgment, and corrected index thereto.
11. Memorandum Opinion, filed April 21, 1961, sustaining motion of Plaintiff for summary judgment (but containing substituted page 42).
12. Final Judgment proposed by Plaintiff.
13. Statement of Defendant's disapproval of Plaintiff's proposed Final Judgment, and Defendant's proposed Final Judgment.
14. Motion of Defendant to Stay Judgment Pending Appeal.
15. Final Judgment entered September 5, 1961.
16. Notice of Appeal.
17. Appeal and Supersedeas Bond.

III. The following questions are presented by this appeal:

1. Whether provisions in contracts between the Defendant (a manufacturer of motor trucks) and its distributors and dealers, which provide that the distributor or dealer (as the case might be) is granted the exclusive right (with certain specified exceptions) to sell during the life of the contract, in a certain specified territory, "White" and "Autocar" trucks purchased from the Defendant under the contract, and that the distributor or dealer (as the case

might be) agrees not to sell such trucks except to individuals, firms or corporations having a place of business and/or purchasing headquarters in said territory, can properly be held, on a motion for summary judgment, to be illegal *per se* as being, as a matter of law, in unreasonable restraint of trade and commerce in violation of Sections 1 and 3 of the Sherman Antitrust Act (15 U. S. C., §§ 1 and 3), even though facts which might be shown in evidence at a trial of the case on the merits might show that, as a matter of fact, the contractual provisions are not in unreasonable restraint of trade and commerce.

2. Whether provisions in contracts between the Defendant and its distributors and dealers, which provide that the distributor or dealer (as the case might be) agrees not to sell "White" and "Autocar" trucks purchased from the Defendant under the contract, to any person, firm or corporation (except to the Defendant or the Defendant's [fol. 258] distributors or dealers) for resale by such person, firm or corporation, nor to any Federal or State Government or any department or political subdivision thereof, unless the right to do so is specifically granted by the Defendant, can properly be held, on a motion for summary judgment, to be illegal *per se* as being, as a matter of law, in unreasonable restraint of trade and commerce in violation of Sections 1 and 3 of the Sherman Antitrust Act (15 U. S. C., §§ 1 and 3), even though facts which might be shown in evidence at a trial of the case on the merits might show that, as a matter of fact, the contractual provisions are not in unreasonable restraint of trade and commerce.

3. Whether, even if the aforesaid provisions of contracts between the Defendant and its distributors and dealers which the United States District Court for the Northern District of Ohio, Eastern Division, has found, in this case, to be illegal should be found by the Supreme Court to be illegal, the judgment entered by the District Court is improper in that it does not sufficiently identify the provisions of said contracts which are adjudged to be illegal and in that the injunctive provisions contained in the judgment are so broad as to enjoin, or be subject to the construction that they enjoin, actions which are neither illegal nor ac-

tions which it is necessary or appropriate to enjoin in order to prevent resumption by the Defendant of the actions found by the District Court to be illegal.

John H. Watson, Jr., James M. Porter, 1649 Union Commerce Building, Cleveland, Ohio, Attorneys for Appellant, The White Motor Company.

M. B. & H. H. Johnson, 1649 Union Commerce Building, Cleveland, Ohio, Of Counsel.

Proof of Service (omitted in printing).

[f6l. 258a]

SUPREME COURT OF THE UNITED STATES

ORDER NOTING PROBABLE JURISDICTION—April 23, 1962

Appeal from the United States District Court for the Northern District of Ohio.

The statement of jurisdiction in this case having been submitted and considered by the Court, probable jurisdiction is noted.

April 23, 1962

Mr. Justice Frankfurter and Mr. Justice White took no part in the consideration or decision of this case.

[fol. 262]

**Exhibit "A" Attached to Defendant's Answers
to Interrogatories**

[fol. 267]

1. CARR WHITE TRUCK COMPANY, INC.

Distributor Name

809 Virginia Street

Street Address

Mobile, Alabama

City and State

2 (a)i Date of Contract—January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Alabama:

Counties of—Baldwin

Clark

Escambia

Mobile

Washington

On February 1, 1958 Selling Territory changed to:

State of Alabama:

Counties of—Baldwin

Choctaw

Clark

Escambia

Monroe

Mobile

Washington

State of Florida:

Counties of—Escambia

Santa Rosa

[fol. 269]

Joseph W. Murphy and Elizabeth Hobbie Wright
d.b.a.

1. M. & W. WHITE TRUCK SALES AND SERVICE

Distributor Name

1810 Bell Street P. O. Box 1264

Street Address

Montgomery, Alabama

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Alabama:

Counties of—Montgomery

Autauga

Macon

Pike

Crenshaw

Bullock

Lowndes

Elmore

[fol. 272]

1. NORTHLAND SALES INCORPORATED

Distributor Name

.....
Street Address

Anchorage, Alaska

City and State

2 (a)i Date of Contract January 6, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

Territory of Alaska, Alaska

[fol. 275]

1.

FAIRBANKS AUTOMOTIVE

Dealer Name

707—14th. Ave.

Street Address

Fairbanks, Alaska

City and State

Contracted By

NORTHLAND SALES, INC.

Distributor Name

Anchorage, Alaska

City and State

2 (a)i Date of Contract **May 1, 1958**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

Fourth Judicial Division, Territory of Alaska

[fol. 280]

J. P. Christensen and E. C. Christensen
d.b.a.

1. **CHRISTENSEN BROTHERS' GARAGE**

Dealer Name

901 Twelfth

Street Address

Juneau, Alaska

City and State

Contracted By

NORTHLAND SALES, INC.

Distributor Name

Anchorage, Alaska

City and State

2 (a)i Date of Contract April 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Alaska:

City of Juneau

[fol. 283]

1.

WILLISTON & IRELAND

Dealer Name

P. O. Box 968

Street Address

Kingman, Arizona

City and State

Contracted By

TRUCK EQUIPMENT COMPANY

Distributor Name

Phoenix, Arizona

City and State

2 (a)i Date of Contract January 1, 1955.

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Arizona:

County of—Mohave

[fol. 285]

1.

TRUCK EQUIPMENT COMPANY

Distributor Name

2401 West McDowell Road

Street Address

Phoenix, Arizona

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

Entire State of Arizona, excepting Yuma County

[fol. 292]

1. NEWELL-WHITE MOTORS, INC.

Key Dealer Name

P. O. Box 270 Smackover Highway

Street Address

El Dorado, Arkansas

City and State

Contracted By

LITTLE ROCK WHITE
SALES AND SERVICE, INC.

Distributor Name

Little Rock, Arkansas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Arkansas:

Counties of—Ashley

Chicot

Columbia

Ouachita

Union

[fol. 296]

Charley J. Buell**d.b.a.**

1.

BUELL-WHITE MOTORS

Key Dealer Name

1702 Midland Boulevard

Street Address

Fort Smith, Arkansas

City and State

Contracted By**LITTLE ROCK WHITE
SALES & SERVICE, INC.**

Distributor Name

Little Rock, Arkansas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Arkansas:

Counties of—Crawford

Franklin

Johnson

Logan

Scott

Sebastian

[fol. 298]

1.

LITTLE ROCK WHITE SALES & SERVICE, INC.

Distributor Name

3401 East Roosevelt

Street Address

Little Rock, Arkansas

City and State

2 (a) Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Arkansas:

Counties of—

Saline	Cleburne	Jackson
Scott	Cleveland	Jefferson
Searcy	Columbia	Johnson
Sebastian	Conway	Lawrence
Sharp	Crawford	Lincoln
Stone	Dallas	Logan
Union	Desha	Lonoke
Van Buren	Drew	Marion
White	Faulkner	Montgomery
Yell	Franklin	Nevada
Arkansas	Fulton	Ouachita
Ashley	Garland	Perry
Baxter	Grant	Pike
Bradley	Hempstead	Polk
Calhoun	Hot Springs	Pope
Chicot	Howard	Prarie
Clark	Independence	Pulaski
Clay	Izard	Randolph

[fol. 307]

1. **WHITE TRUCK SALES & SERVICE, INC.**

Distributor Name

Highway 71—South

Street Address

Springdale, Arkansas

City and State

2 (a)i Date of Contract May 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Arkansas:

Counties of—Benton

Boone

Carroll

Madison

Newton

Washington

[fol. 310]

1.

SOUTHERN GARAGE

Distributor Name

705 S. Union Ave

Street Address

Bakersfield, California

City and State

2 (a)i Date of Contract January 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Kern

Inyo

[fol. 311]

1.

**BAKERSFIELD TRUCK &
TRAILER REPAIR**

Distributor Name

126 Union Avenue

Street Address

Bakersfield, California

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 27, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Kern

Inyo

[fol. 314]

1.

GEORGE COOPER COMPANY

Distributor Name

201 South Victory Blvd.

Street Address

Burbank, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Antelope Valley; San Fernando Valley within the County of Los Angeles, Burbank, Glendale, and that section of Los Angeles north from Fletcher Drive and west to Los Angeles River, excluding Monolith Cement Co. and Mullin Lumber Co. of No. Hollywood.

[fol. 322]

1.

DE BOY MOTOR CO. OF EUREKA

(a corporation)

Distributor Name

2008 Broadway

Street Address

Eureka, California

City and State

2 (a)i Date of Contract January 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Humboldt

Del Norte

Lake

Mendocino

Trinity—except East twenty (20)

Miles of Trinity County

[fol. 325]

1. CONNELL MOTOR TRUCK CO. OF FRESNO

Distributor Name

2838 Church Street P. O. Box 3400

Street Address

Fresno, California

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract.....

Contract Replaced by New Contract on
March 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Merced

Mariposa

Madera

Fresno

Tulare

Kings

Mono

[fol. 326]

1.

FRESNO TRAILER COMPANY

Distributor Name

P. O. Box 924

Street Address

Fresno, California

City and State

2 (a)i Date of Contract September 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Fresno

Kings

Madera

Merced

Tulare—except the sale of fire
truck chassis to the State
of California and all
political subdivisions
thereof.

[fol. 330]

1.

Joseph C. Gill

d.b.a.

JOE GILL MOTOR CO.

Distributor Name

700 West 17th Street

Street Address

Long Beach, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Entire county of Orange and that southern portion of Los Angeles County extending from the south side of Rosecrans Blvd. to the coast on the west and south and to the Orange County line on the east.

[fol. 333]

1. COOK BROTHERS EQUIPMENT COMPANY

Distributor Name

3334 San Fernando Road

Street Address

Los Angeles, California

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of California:

Distributor will extend it's best efforts to sell Reo products in the State of California and Nevada to members of the construction industry.

[fol. 339].

1.

REGALIA MACHINE WORKS

Direct Key Dealer Name

1024 Vallejo Road

Street Address

Napa, California

City and State

2 (a)i Date of Contract April 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

City of Napa—except the sale of fire truck chassis to the State of California and all political subdivisions thereof.

[fol. 342]

1.

P. E. VAN PELT, INC.

Distributor Name

Yosemite & "G" Streets

Street Address

Oakdale, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

City of Oakdale in the County of Stanislaus—
with the additional exclusive right to sell fire
truck chassis in the following counties:

Humboldt	Madera	Modoc
Lake	Mono	Nevada
Marin	Merced	Placer
Mendocino	Stanislaus	Plumas
Monterey	Mariposa	Sacramento
Napa	Tulare	San Joaquin
San Benito	Alameda	Shasta
San Francisco	Contra Costa	Siskiyou
San Mateo	Butte	Sierra
Santa Clara	Alpine	Sutter
Santa Cruz	Amador	Tehama
Sonoma	Calaveras	Tuolumne
Solano	Colusa	Yolo
Trinity	El Dorado	Yuba
Fresno	Glenn	Del Norte
Kings	Lassen	

[fol. 345]

1. OAKLAND WHITE TRUCK SALES

Distributor Name

501—23rd Avenue

Street Address

Oakland 6, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

The following counties located in State of California—Alameda, Contra Costa, Napa, and Solano, with the exception of Fire Truck Chassis to the State of California and all political sub-divisions thereof. The following accounts are EXCLUDED from your contract: Safeway Stores, Los Angeles-Seattle Motor Express, Pacific Intermountain Express, General Petroleum Corporation, and Key System, all of Oakland, California, and Union Oil Company and Delta Lines, Inc., both of Emeryville, California.

On April 1, 1956 Selling Territory changed to:

State of California:

The following counties located in the State of California—Alameda, Contra Costa, Napa, and Solano, excepting the City of Napa in Napa County, with the exception of Fire Truck Chassis to the State of California and all political sub-divisions thereof. The following accounts are EXCLUDED from your contract: Safeway Stores, Los Angeles-Seattle Motor Express, Pacific Intermountain Express, General Petroleum Corporation, and Key System, all of Oakland, California, and Union Oil Company and Delta Lines, Inc., Both of Emeryville, California.

[fol. 346]

1.

**COOK BROTHERS TRUCK &
EQUIPMENT COMPANY**

Distributor Name

7101 San Leandro Street

Street Address

Oakland, California

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of California:

City of Oakland and vicinity.

[fol. 350]

1.

COCHRAN & NICHOLS

Distributor Name

312 N. Euclid Ave

Street Address

Ontario, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

San Bernardino County, Riverside County,
Clark County, Nevada;Los Angeles County west to Azusa Ave., south
to Garvey Blvd., West to Glendora Ave., south
to Puente Hills.

[fol. 356]

William A. Bystle

1.

d.b.a.

BYSTLE'S TRUCK AND PARTS

Distributor Name

1238 West Street

Street Address

Redding, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Shasta and Tehama Counties and the East
Twenty (20) Miles of Trinity County, except
the sale of fire truck chassis to the State of
California and all political subdivisions thereof.

[fol. 358]

1.

BRIGGS & ELLIOTT

Key Dealer Name

3020 La Cadena at First

Street Address

Riverside, California

City and State

Contracted By

COCHRAN & NICHOLS

Distributor Name

.....
City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

City of Riverside

[fol. 363]

1. **SUTTON-WHITE TRUCK COMPANY****(A Corporation)**

Distributor Name

P. O. Box 1436

Street Address

Sacramento, California

City and State

2 (a)i Date of Contract January 2, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—	Sacramento	Colusa
	El Dorado	Glenn
	Placer	Butte
	Nevada	Sutter
	Yolo	Yuba

except the sale of fire truck
chassis to the State of Cali-
fornia and all political sub-
divisions thereof.

[fol. 365]

1.

HERMAN C. LYNN

Distributor Name

288 South "E" Street

Street Address

San Bernadino, California

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 3, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—San Bernadino
Riverside

[fol. 368]

1. **SOUTHWEST EQUIPMENT CO.**

Distributor Name

3552 West Camino Del Rio

P. O. Box 1475 Old San Diego Station

Street Address

San Diego 10; California

City and State

2 (a)i Date of Contract March 15, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—San Diego

Imperial

[fol. 374]

1. **SAN JOSE AUTOCAR WHITE COMPANY**

(A California Corporation)

Distributor Name

1675 Bayshore

Street Address

San Jose, California.

City and State

2 (a)i Date of Contract January 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Santa Clara

Santa Cruz

San Benito

Monterey

—except all sales of fire truck chassis to the State of California and all political subdivisions thereof.

Excluding Safeway Stores account located in the City of Palo Alto.

[fol. 379]

1. THE MILLER MOTOR COMPANY

Distributor Name

964 Petaluma Hill Road

Street Address

Santa Rosa, California

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Territory to consist of all of Sonoma County, north of a line starting at the western Boundary, or Pacific Coast, passing through the City of Bodega and extending due east to the east boundary line of Sonoma County, except the sale of fire truck chassis to the State of California and all political subdivisions thereof.

[fol. 383]

1. **CONNELL MOTOR TRUCK COMPANY, INC.**

Distributor Name

2211 North Highway 99

Street Address

Stockton, California

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—San Joaquin

Amador

Alpine

Calaveras

Stanislaus

Tuolumne

[fol. 385]

The Cecchini Company1. **d.b.a.****GARVEY WHITE TRUCK SALES AND SERVICE**

Distributor Name

Highway 99 and Cherokee Lane, P. O. Box 68

Street Address

Stockton, California

City and State

- 2 (a)i Date of Contract June 1, 1958
- 2 (a)ii Termination Date of Contract
- 2 (b) Selling Territory Assigned:

State of California:

Counties of—Amador

Calaveras

Mariposa

Mono

San Joaquin

Stanislaus (except City of Oakdale)

Tuolumne

[fol. 387]

1. THE DE BON MOTOR COMPANY

Distributor Name

Route #1, Box 540 North 101 Highway

Street Address

Ukiah, California

City and State

2 (a)i Date of Contract January 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Humboldt, Del Norte, Lake, Mendocino and
Trinity Counties (Except the east twenty miles
of Trinity county). With the exception of the
sales of fire truck chassis to the State of Cali-
fornia and all political subdivisions thereof.

[fol. 388]

1. TRI-COUNTY EQUIPMENT CO.

Distributor Name

.....
Street Address

Ventura, California

City and State

2 (a)i Date of Contract August 15, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Ventura

Santa Barbara

San Luis Obispo

[fol. 393]

1.

OCHOA BROS.

Key Dealer Name

1250 Fortna Avenue

Street Address

Woodland, California

City and State

Contracted By

SUTTON-WHITE TRUCK COMPANY

Distributor Name

Sacramento, California

City and State

2 (a)i Date of Contract January 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

County of Colusa; entire County of Yolo except vicinity of Broderick, West Sacramento, and the Clarksburg area that borders Solano County; and except the sale of fire truck chassis to the State of California and all political subdivisions thereof.

[fol. 395]

1.

CORTEZ DIESEL SALES

Direct Key Dealer Name

.....
Street Address**Cortez, Colorado**

City and State

2 (a)i Date of Contract September 25, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Colorado:

County of—Montezuma

[fol. 408]

1.

BREWER BROTHERS, INC.

Distributor Name

Railroad Avenue

Street Address

Canaan, Connecticut

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

Canaan and vicinity

[fol. 409]

1.

PARAMOUNT GARAGE, INC.

Distributor Name

20 Ash Street

Street Address

East Hartford, Connecticut

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

County of Hartford

{fol. 414]

1. THE CONNECTICUT WHITE TRUCK
CORPORATION

Distributor Name

1320 Kings Highway Cutoff

Street Address

Fairfield, Connecticut

City and State

2 (a)i Date of Contract February 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

County of Fairfield

[fol. 416]

1. BAUMERT-MORAN SALES CO. INC.

Distributor Name

920 Maple Ave.

Street Address

Hartford, Connecticut

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

Counties of—Tolland

Windham

New London

Hartford

In Middlesex County—

Townships of Cromwell

Portland

East Hampton

Middletown City

Middlefield

East Haddam

In New Haven County—

Township of Meriden City

In Litchfield County—

Townships of Colebrook

Winchester

Winsted City

Burkhamsted

New Hartford

Torrington City

[fol. 419]

1. **SAMUEL FISHKIN & SON, INC.**

Key Dealer Name

569 (P.O. Box 284) Colman

Street Address

New London, Connecticut

City and State

Contracted By

BAUMERT-MORAN SALES CO. INC.

Distributor Name

Hartford, Connecticut

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

New London County with the exception of
Schuster's Express in Colchester.

[fol. 424]

1. **REO SALES & SERVICE OF STAMFORD**

Distributor Name

75 Myrtle Avenue

Street Address

Stamford, Connecticut

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

City of Stamford and vicinity.

[fol. 425]

1.

CORSI BROTHERS, INC.

Key Dealer Name

1060 South Main St.

Street Address

Torrington, Conn.

City and State

Contracted By

BAUMERT-MORAN SALES CO, INC.

Distributor Name

Hartford, Conn.

City and State

2 (a)i Date of Contract June 28, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

The following townships in the county of
Litchfield—Torrington

Barkhamsted

New Hartford

Winsted

Winchester Center

Colebrook

[fol. 428]

1. **WATERBURY TRUCK SERVICE, INC.**

Distributor Name

414 Bank

Street Address

Waterbury, Connecticut

City and State

2 (a)i Date, of Contract October 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

Litchfield County—

Townships of Kent

Warren .

Litchfield

Harwinton

New Milford

Washington

Morris

Bethlehem

Thomaston

Plymouth

Watertown

Woodbury

Roxbury

Bridgewater

New Haven County—

Townships of Wolcott

Waterbury

Middlebury

Southbury

Oxford

Naugatuck

Beacon Falls

Prospect

[fol. 433]

1. THE CONNECTICUT WHITE TRUCK
CORPORATION

Distributor Name

575 Orange Avenue
Street AddressWest Haven, Connecticut
City and State

2 (a)i Date of Contract' February 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

County of Fairfield

County of New Haven—
except the townships of—

Meriden City

Waterbury

Southbury

Naugatuck

Prospect

Wolcott

Middlebury

Oxford

Beacon Falls

County of Middlesex—

Townships of—

Durham

Killingsworth

Westbrook

Essex

Chester

Haddam

Clinton

Old Saybrook

Saybrook

[fol. 434]

W. M. Berlute

1.

d.b.a.

REO SALES & SERVICE

Distributor Name

236 Forest Road

Street Address

West Haven, Connecticut

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Connecticut:

All of Middlesex County and New Haven
County except the townships of Wolcott, Water-
bury, Prospect, Naugatuck and Middlebury.

[fol. 437]

1.

WILMINGTON & CHESTER MOTOR SALES, INC.

Distributor Name

922 South Heald Street

Street Address

Wilmington, Delaware

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Delaware:

Counties of—New Castle

Kent

State of Maryland:

Counties of—Cecil

Kent

Queen Ann and

Northern half of Caroline

State of Pennsylvania:

The Townships of Birmingham, Bethel, Chester Thornbury, Upper Providence, Lower Chichester, Aston, Edgemont, Upper Chichester, Middletown, Concord, Eddystone, Ridley and Springfield, all in Delaware County.

The Townships of New Garden, Franklin, London, New London, East Nottingham, East Marlboro, Penn, West Nottingham, Kennett, Elk, Grove, Nottingham, Pennsbury, Birmingham, Lower Oxford, West Marlboro, Upper Oxford and Newlin, all in Chester County.

[fol. 442]

1.

CLAUDE NOLAN, INC.

Distributor Name

Main and Orange Streets

Street Address

Jacksonville, Florida

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Florida:

Entire State with the exception of the following
counties:

Bay	Lake	Polk
Brevard	Manatee	Santa Rosa
Escambia	Okaloosa	Sarasota
Hillsborough	Orange	Seminole
Holmes	Osceola	Walton
Jackson	Pinellas	Washington

State of Georgia:

Counties of—

Appling	Coffee	Lanier
Atkinson	Colquitt	Lowndes
Bacon	Cook	McIntosh
Berrien	Decatur	Pierce
Brantley	Echols	Seminole
Brooks	Irwin	Thomas
Camden	Jeff Davis	Ware
Charlton	Glynn	Wayne
Clinch	Grady	

On July 1, 1958 Selling Territory changed to:

• State of Florida:

Counties of—

Alachua	Gadsden	Marion
Baker	Gilchrist	Nassau
Bradford	Gulf	Pasco
Calhoun	Hamilton	Putnam
Citrus	Hernando	St. Johns
Clay	Jefferson	Sumter
Columbia	Lafayette	Suwannee
Dixie	Leon	Taylor
Duval	Levy	Union
Flagler	Liberty	Volusia
Franklin	Madison	Wakulla

[fol. 443]

State of Georgia:

Counties of—

Appling	Coffee	Lanier
Atkinson	Colquitt	Lowndes
Bacon	Cook	McIntosh
Berrien	Decatur	Pierce
Brantley	Echols	Seminole
Brooks	Glynn	Thomas
Camden	Grady	Ware
Charlton	Irwin	Wayne
Clinch	Jeff Davis	

[fol. 444]

1.

FREEMAN & SONS, INC.

Distributor Name

546 North Myrtle Avenue P. O. Box 2457

Street Address

Jacksonville, Florida

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 11, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Florida:

City of Jacksonville and vicinity.

[fol. 445]

1.

FREEMAN & SONS, INC.

Distributor Name

1310 New Tampa Highway

Street Address

Lakeland, Florida

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 11, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Florida:

City of Lakeland and vicinity.

[fol. 449]

1.

FREEMAN & SONS, INC.

Distributor Name

3638 N. E. 2nd Avenue

Street Address

Miami, Florida

City and State

2 (a)i Date of Contract or Assumption Thereof -
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 11, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Florida:

State of Florida except 10 counties West of the
Appalachicola River.

In Georgia, counties of—

Decatur

Clinch

Pierce

Grady

Seminole

Brantley

Brooks

Thomas

Glynn

Lowndes

Lanier

Camden

Echols

Ware

Charlton

[fol. 451]

1. HUNT TRUCK SALES & SERVICE, INC.
(MIAMI DIVISION)

Distributor Name

4333 Northwest 27th Avenue

Street Address

Miami, Florida

City and State

2 (a)i Date of Contract July 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Florida:

Counties of—

~~Broward~~

Hardee

Monroe

~~Charlotte~~

Hendry

Okeechobee

Collier

Highlands

Palm Beach

Dade

Indian River

St. Lucie

DeSoto

Lee

Glades

Martin

[fol. 454]

1. ORLANDO WHITE TRUCKS, INC.

Distributor Name

1800 N. Orange Blossom Trail

Street Address

Orlando, Florida

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Florida:

Counties of—Brevard

Lake

Orange

Osceola

Seminole

[fol. 457]

1.

HARRIS TRUCK SERVICE COMPANY

Distributor Name

Cove and Cottendale Highways

Street Address

Panama City, Florida

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Alabama:

Counties of—Houston

Coffee

Geneva

Dale

Henry

State of Florida:

Counties of—Bay

Jackson

Holmes

Okaloosa

Washington

Walton

[fol. 462]

1. **TRANSPORTATION EQUIPMENT, INC.**

Key Dealer Name

1500 Baker St. (East)

Street Address

Plant City, Florida

City and State

Contracted By

HUNT TRUCK SALES & SERVICE, INC.

Distributor Name

Tampa, Florida

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Florida:

Only the city of Plant City, Florida and its
immediate trade area.

[fol. 467]

1. **HUNT TRUCK SALES & SERVICE, INC.**

Distributor Name

Tampa Street at Platt

Street Address

Tampa, Florida

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Florida:

Counties of— Hillsborough

Manatee

Pinellas

Polk

Sarasota

[fol. 475]

1. **CHIEF PONTIAC COMPANY, INC.**

Distributor Name

238 West Hancock Avenue

Street Address

Athens, Georgia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Georgia:

Counties of—Banks

Barrow

Clarke

Franklin

Jackson

Madison

Oconee

Oglethorpe

Walton

[fol. 478].

1. **WHITTON MACHINE & EQUIPMENT
COMPANY**

Distributor Name

219-25 Sixth
Street Address

Augusta, Georgia
City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Georgia:

Counties of—

Burke	Jenkins	Screven
Columbia	Lincoln	Taliaferro
Glascok	McDuffie	Warren
Jefferson	Richmond	

State of South Carolina:

Counties of—

Abbeville
Aiken
Allendale
Bamberg
Barnwell
Edgefield
McCormick

[fol. 490]

1. COASTAL WHITE TRUCK COMPANY, INC.

Distributor Name

2402 Bay St. Extension

Street Address

Savannah, Georgia

City and State

2 (a)i Date of Contract October 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Georgia:

Counties of—

Bryan	Tattnall	Wheeler
Effingham	Chatham	Telfair
Long	Liberty	Ben Hill
Bulloch	Toombs	Wilcox
Emanuel	Johnson	Pulaski
Montgomery	Laurens	Bleckley
Candler	Treutlen	
Evans	Dodge	

State of South Carolina:

Counties of—Beaufort

Hampton

Jasper

[fol. 495]

1. SCHUMAN CARRIAGE COMPANY, LIMITED

Distributor Name

Beretania & Richards Streets

Street Address

Honolulu 4, Territory of Hawaii

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

Territory of Hawaii

[fol. 496]

1. SCHUMAN CARRIAGE COMPANY, LTD.

Distributor Name

Beretania & Richards Streets

Street Address

Honolulu, Territory of Hawaii

City and State

2 (a)i Date of Contract or Assumption Thereof
July 31, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

Territory of Hawaii

[fol. 498]

1.

MAUI MOTORS CO. LIMITED

Key Dealer Name

1967 Main Street

Street Address

Wailuku, Maui, Territory of Hawaii

City and State

Contracted By

SCHUMAN CARRIAGE COMPANY, LIMITED

Distributor Name

Honolulu, Oahu, Territory of Hawaii

City and State

2 (a)i Date of Contract. January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

Entire Island & County of Maui,
which includes the Island of Molokai

[fol. 501]

1. **BOISE WHITE TRUCK & EQUIPMENT, INC.**

Distributor Name

212 South 15th

Street Address

Boise, Idaho

City and State

2 (a)i Date of Contract. January 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Idaho:

Counties of—

Ada

Adams

Blaine

Boise

Camas

Canyon

Cassia

Custer

Elmore

Gem

Gooding

Jerome

Lemhi

Lincoln

Minidoka

Owyhee

Payette

Twin Falls

Valley

Washington

[fol. 502]

1. HOPPER MOTOR COMPANY

Distributor Name

1017 Jefferson Street
Street AddressBoise, Idaho
City and State2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Idaho:

Counties of—

Boise

Butte

Payette

Blaine

Gooding

Washington

Lincoln

Owyhee

Adams

Camas

Elmore

Gem

Custer

Ada

Valley

Lemhi

Canyon

[fol. 507]

1.

HENDERSON MOTORS, INC.

Key Dealer Name

Box 281

Street Address

Lewiston, Idaho

City and State

Contracted By

JONES WHITE TRUCK COMPANY

Distributor Name

W. 41 Second Avenue, Spokane, Washington

City and State

2 (a)i Date of Contract July 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Idaho:

Counties of—Idaho

Nez Perce

Clearwater

Lewis

[fol. 510]

1. **JACKSON AUTO SERVICE**
Key Dealer Name

.....
Street Address

Roberts, Idaho
City and State

Contracted By

LINDNER AND WOOD WHITE MOTOR SALES
Distributor Name

Salt Lake City, Idaho
City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Idaho:

County of—Jefferson

[fol. 517]

1.

TRUCK CENTER, INC.

Distributor Name

40th & Sycamore

Street Address

Cairo, Illinois

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—

Pulaski	Saline	Hamilton
Alexander	Gallatin	Johnson
Union	Randolph	Pope
Jackson	Perry	Hardin
Williamson	Franklin	Massac

State of Kentucky:

Counties of—

Ballard	Galloway	Hickman
Marshall	Graves	Fulton
McCracken	Carlisle	

State of Missouri:

Counties of—

Perry	Phelps	Wayne
Cape Girardeau	St. Genevieve	Iron
Crawford	Carter	Stoddard
Reynolds	Ripley	Mississippi
Bollinger	Dent	Scott
Madison	Butler	Washington

New Madrid—that portion above line diagonally across from the Kentucky state line and including the towns of Lilbourn and New Madrid.

[fol. 534]

1. **GRUENFELDER TRUCK COMPANY**

Distributor Name

1213 9th

Street Address

Highland, Illinois

City and State

2 (a)i Date of Contract June 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—Bond

Fayette

Jersey

Calhoun

Green

Macoupin except the
townships of

Scottsville

Barr

North Palmyra

South Palmyra

North Otter

South Otter

Virden

Girard

Nilwood

Montgomery except the
townships of

Bois D'Arc

Pitnam

Harvel

Madison except the
townships of

Chouteau

Maneoki

168

[fol. 538]

1. **UPTOWN WHITE TRUCK COMPANY**

Key Dealer Name

766 N. Broadway

Street Address

Joliet, Illinois

City and State

Contracted By

OTTAWA WHITE TRUCK SALES & SERVICE, INC.

Distributor Name

Ottawa, Illinois

City and State

2 (a)i Date of Contract March 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

County of—Will, excepting townships of—

Wheatland

DuPage

[fol. 547]

1. OSLAGER TRUCK & EQUIPMENT CO.

Dealer Name

1200 Park Avenue

Street Address

Mt. Vernon, Illinois

City and State

Contracted By

OGLE MOTOR COMPANY

Distributor Name

Flora, Illinois

City and State

2 (a)i Date of Contract July 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Marion County to Odin City limit and
Jefferson County

[fol. 532]

1. **HOBSON'S WHITE TRUCK SALES
& SERVICE CORP.**

Distributor Name

3611 South Adams

Street Address

Peoria, Illinois

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned?

State of Illinois:

Counties, of—Knox

Fulton

Marshall

McClellan

Peoria

Stark

Tazewell

Warren

Woodford

[fol. 559]

1. HINTON WHITE TRUCK SALES & SERVICE

Distributor Name

120 Jefferson Street

Street Address

Quincy, Illinois

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—Adams

Brown

Hancock

McDonough

Pike

Schuyler

State of Iowa:

County of—Lee

State of Missouri:

Counties of—Clark

Lewis

Marion

Ralls

Scotland

On May 1, 1955 Selling Territory changed to:

State of Illinois:

Counties of—Adams

Brown

Hancock

McDonough

Pike

Schuyler

State of Iowa:

County of—Lee

State of Missouri:

Counties of—Clark

Lewis

Marion

Ralls

Scotland

Pike

[Fol. 563]

1. **WADDELL WHITE TRUCK SALES, INC.**

Distributor Name

3101 Eleventh

Street Address

Rockford, Illinois

City and State

- 2 (a)i Date of Contract January 1, 1955
- 2 (a)ii Termination Date of Contract
- 2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—Moone, Carroll, that part of DeKalb north of the southern boundaries of the townships of Milan, Afton and Pierce, that part of Kane north of the southern boundaries of the townships of Virgil, Campton, and St. Charles, Joë Daviess, Lee except the townships of Sublette, Brooklyn, and Paw Paw; McHenry, Ogle, Stephenson, that part of Whiteside east of the western boundaries of the townships of Genesee, Hopkins, Hume and Tampico, and Winnebago.

State of Wisconsin:

Counties of—Rock and Walworth.

[fol. 569]

1.

MOUNTZ TRUCK COMPANY

Distributor Name

By Pass 66 and Route 29

Street Address

Springfield, Illinois

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—

Scott	Macon	Mason
Logan	Champaign	Sangamon
Morgan	Menard	Christian
DeWitt	Piatt	Douglas
Cass		

Townships of—Scottsville

Barr
 North Palmyra
 South Palmyra
 North Otter
 South Otter
 Virden
 Girard
 Nilwood in Macoupin county

Townships of—Bois D'Arc
 Pitnam
 Harvel in Montgomery county

Counties of—Vermillion excluding parts and service sales

Ford—except the townships of:

Rogers
 Mona
 Pella
 Brenton
 Lyman

On May 1, 1955 Selling Territory changed to:

State of Illinois:

Counties of—

Cass	Logan	Moultrie
Champaign	Macon	Piatt
Christian	Mason	Sangamon
DeWitt	Menard	Scott
Douglas	Morgan	

Counties of—Vermilion—excluding parts and
service sales

Ford—except the townships of:

Rogers	Brenton
Mona	Lyman
Pella	

Townships of—Scottsville

Barr

North Palmyra

South Palmyra

North Otter

South Otter

Virden

Girard

Nilwood all in Macoupin county

Townships of—Bois D'Arc

Pitnam

Harvel all in Montgomery
county

[fol. 575]

1. **ECONOMY TRUCK SALES & SERVICE INC.**

Distributor Name

1207—10th Street

Street Address

Waukegan, Illinois

City and State

2 (a)i. Date of Contract May 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

County of—Lake

•State of Wisconsin:

County of—Kenosha

[fol. 580]

1. **ALLIED TRUCK REPAIR COMPANY**

Key Dealer Name

420 N. Wood River Avenue

Street Address

Wood River, Illinois

City and State

Contracted By

GRUENFELDER TRUCK COMPANY

Distributor Name

Highland, Illinois

City and State

2 (a)i Date of Contract May 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—Jersey

Calhoun

In Madison County the cities of

Wood River, Roxana and

Alton.

In Macoupin County the cities of

Piasa and Medora

[fol. 592]

1.

REO SALES AND SERVICE

Distributor Name

3601-03 Euclid Avenue

Street Address

East Chicago, Indiana

City and State

- 2 (a)i Date of Contract or Assumption Thereof
June 5, 1957
- 2 (a)ii Termination Date of Contract
- Contract Replaced by New Contract on
January 1, 1958
- Termination Date of New Contract
- 2 (b) Selling Territory Assigned:
State of Indiana: Indiana Harbor and vicinity.

[fol. 595]

1.

REERICKS MOTOR SERVICE, INC.

Distributor Name

121 E. Euclid Street

Street Address

Evansville, Indiana

City and State

- 2 (a)i Date of Contract January 1, 1955
- 2 (a)ii Termination Date of Contract
- 2 (b) Selling Territory Assigned:
State of Illinois:
Counties of--Wabash
White
- State of Indiana:
Counties of--Gibson
Pike
Posey
Vanderburg
Warrick
- State of Kentucky:
Counties of--Henderson
Union

[fol. 596]

1.

TITZER'S GARAGE

Distributor Name

1120 N. Fares Avenue

Street Address

Evansville, Indiana

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Knox	Gibson
Daviess	Posey
Martin	Vanderburgh
DuBois	Warriek
Pike	Spencer

State of Kentucky:

Counties of—Hancock	Muhlenburg
Daviess	Hopkins
Henderson	Caldwell
Union	Trigg
Webster	Christian
McLean	Todd
Ohio	Logan
Butler	

State of Illinois:

Counties of—Richland	Wabash
Lawrence	White
Edwards	

[fol. 601]

1.

COOMLER SALES, INC.

Distributor Name

6921 U. S. Highway 30 East

Street Address

Fort Wayne, Indiana

City and State

2 (a)i Date of Contract January 2, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Allen

Adams

DeKalb

Huntington

LaGrange

Noble

Steuben

Wells

Whitley

[fol. 606]

1.

GARY WHITE SALES & SERVICE, INC.

Distributor Name

Fifth Avenue at Chase

Street Address

Gary, Indiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Lake, Porter, and that part of
 Newton north of Route 14, and that part of
 Jasper north of Route 14.

State of Illinois:

That part of Cook County south 127th Street
 with the exception of the following accounts
 in Chicago Heights: Austgen Express & Stor-
 age Co., Chicago Heights Midway Motor Ex-
 press, and La Bue Coal Company.

[fol. 610]

1.

**DOC'S WHITE TRUCK SALES &
SERVICE, INC.**

Distributor Name

401 North Third

Street Address

Lafayette, Indiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Benton, Carroll, Clinton, Fountain, Montgomery, that part of Newton south of Route 14, that part of Jasper south of Route 14, Tippecanoe, Warren and White

[fol. 618]

1.

WOLF BROTHERS

Distributor Name

1414 Western Avenue

Street Address

Marion, Indiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Cass

Grant

Howard

Miami

Tipton

Wabash

[fol. 622]

1.

**WHITE TRUCK & EQUIPMENT
COMPANY, INC.**

Distributor Name

State Road 67, South (P. O. Box 288)

Street Address

Muncie, Indiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Delaware

Blackford

Fayette

Franklin

Henry

Jay

Madison

Randolph

Union

Wayne

[fol. 623]

1.

**WHITE TRUCK AND EQUIPMENT
COMPANY, INC.**

Distributor Name

State Road 67 S., P. O. Box 288

Street Address

Muncie, Indiana

City and State

2 (a)i Date of Contract or Assumption Thereof
March 25, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Delaware

Blackford

Fayette

Franklin

Henry

Jay

Madison

Randolph

Union

Wayne

[fol. 631]

1. SOUTH BEND TRUCK & EQUIPMENT, INC.

Distributor Name

3719 Western Avenue

Street Address

South Bend, Indiana

City and State

2 (a)i Date of Contract January 1, 1955**2 (a)ii Termination Date of Contract****2 (b) Selling Territory Assigned:****State of Indiana:****Counties of—Elkhart****Fulton****Kosciusko****La Porte****Marshall****Pulaski****St. Joseph****Starke****State of Michigan:****Counties of—Berrien****Cass**

[fol. 634]

1. **WILLEY WHITE TRUCK COMPANY**

Distributor Name:

2220 Wabash Street

Street Address

Terre Haute, Indiana

City and State

2 (a)i. Date of Contract .. January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

Counties of—Clark
Edgar

State of Indiana:

Counties of—Clay

Owen

Sullivan

Greene

Parke

Vermillion

Vigo—with the exception of East-
ern Motor Express, Inc.
Vigo Tractor Rentals, Inc.
and/or any subsidiary or
affiliated companies.

[fol. 640]

1.

MC CORMICK, INCORPORATED

Distributor Name

U. S. 41 South

Street Address

Vincennes, Indiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Indiana:

Counties of—Davies

Knox

Lawrence

Martin

State of Illinois:

Counties of—Crawford

Lawrence

[fol. 642]

1. DAVENPORT WHITE SALES & SERVICE

Distributor Name

534 14th

Street Address

Bettendorf, Iowa

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Counties of—Jackson, Clinton, Scott, Louisa,
Muscatine, Des Moines, and that part of Cedar
—South of State Highway #1 and east of State
Highway #38 and excluding all of the City of
Tipton.

State of Illinois:

Counties of—Mercer, Rock Island, Henderson,
Henry and that part of Whiteside west of the
western boundaries of Genessee, Hopkins,
Hume, and Tampico Townships.

[fol. 647]

1. TRANSPORT TRUCK & EQUIPMENT, INC.

Distributor Name

2519 16th Avenue S.W.

Street Address

Cedar Rapids, Iowa

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Counties of—Benton, Dubuque, Iowa, Jones,
Johnson, Linn, and that part of Cedar—north
of State Highway #1 and west of State High-
way #38 and including all of the City of Tipton.

[fol. 652]

1.

AUSTIN CRABBS, INC.

Distributor Name

1010 Faragut Avenue, S., P. O. Box 816

Street Address

Davenport, Iowa

City and State

2 (a)i Date of Contract or Assumption Thereof
July 25, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Counties of—Clinton

Scott

Muscatine

State of Illinois:

Counties of—Whiteside

Henry

Rock Island

Mercer

{fol. 654}

1. CAPITAL WHITE TRUCK, INC.

Distributor Name

1201 East Euclid

Street Address

Des Moines, Iowa

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Counties of—

Humboldt	Grundy	Union
Hardin	Carroll	Wapello
Story	Hamilton	Tama
Guthrie	Boone	Decatur
Poweshiek	Jasper	Van Buren
Warren	Madison	Mahaska
Washington	Greene	Clarke
Monroe	Keokuk	Jefferson
Ringgold	Lucas	Wayne
Webster	Henry	Pocahontas
Adair	Appanoose	Butler
Davis	Marshall	Franklin
Wright	Dallas	Polk
Calhoun	Marion	

[fol. 657]

1.

MILLS SALES & SERVICE

Distributor Name

3403 Jackson Street

Street Address

Dubuque, Iowa

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 2, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Counties of Clayton

Dubuque

Delaware

Jackson

Allamaker

State of Illinois:

Counties of—J. A. Daviess

Carroll

[fol. 667] .

1.

SIBLEY SALES & SERVICE

Key Dealer Name

.....
Street AddressSibley, Iowa
City and State

Contracted By

CONDON MOTOR CO.

Distributor Name

Sioux City, Iowa
City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Non exclusive selling rights in following counties—Osceola

Dickinson

Clay

O'Brien

[fol. 670]

1.

BARGER BROTHERS

Distributor Name

501 West 8th Street

Street Address

Sioux City, Iowa

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on,
January 7, 1958.

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Iowa:

Counties of—Osceola

Dickinson

Sioux

O'Brien

Clay

Plymouth

Cherokee

Buena Vista

Woodbury

Ida

Sac

Monona

Crawford

State of Nebraska:

Counties of—Holt

Boyd

Knox

Cedar

Dixon

Dakota

Wayne

Pierce

Antelope

Thurston

Wheeler

Boone

Cuming

Stanton

Madison

Burt

State of South Dakota:

Counties of—Clay

Union

Yankton

[fol. 678]

1. **QUIGG IMPLEMENT COMPANY**

Distributor Name

3501 10th Street

Street Address

Great Bend, Kansas

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Kansas: Great Bend and vicinity.

[fol. 686]

1. **SALINA WHITE TRUCKS, INC.**

Distributor Name

812-820 North 9th Street

Street Address

Salina, Kansas

City and State

2 (a)i Date of Contract July 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kansas:

Counties of—

Cheyenne

Lincoln

Rooks

Clay

Logan

Russell

Cloud

Mitchell

Saline

Decatur

Morris

Sheridan

Dickinson

Norton

Sherman

Ellis

Osborne

Smith

Ellsworth

Ottawa

Thomas

Geary

Phillips

Trego

Gove

Rawlins

Wallace

Graham

Republic

Washington

Jewell

Riley

[fol. 691]

1.

LATTER, INC.

Distributor Name

304 West First Street

Street Address

Topeka, Kansas

City and State

2 (a)i Date of Contract August 5, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kansas:

Counties of—Douglas

Jackson

Jefferson

Pottawatomie

Shawnee

Wabaunsee

[fol. 694]

1.

WICHITA WHITE TRUCK SALES, INC.

Distributor Name

2655 North Broadway

Street Address

Wichita, Kansas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kansas:

Counties of—Butler

Chautauqua

Cowley

Elk

Greenwood

Harper

Harvey

McPherson

Marion

Montgomery

Sedgwick

Sumner

Wilson

Woodson

Kingman

[fol. 696]

1. **WICHITA WHITE TRUCK SALES, INC.**

Distributor Name

4655 N. Broadway, P. O. Box 2056—Main Station

Street Address

Wichita, Kansas,

City and State

2 (a)i Date of Contract or Assumption Thereof
April 15, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Kansas:

Counties of—

Butler	Harper	Sedgwick
Chautauqua	Harvey	Sumner
Cowley	Melerson	Wilson
Elk	Marion	Woodson
Greenwo	Montgomery	Kingham

[fol. 699]

1. **FARSON EQUIPMENT COMPANY**

Key Dealer Name

1041 Greenup Avenue

Street Address

Ashland, Kentucky

City and State

Contracted By

MUELLER WHITE TRUCK COMPANY, INC.

Distributor Name

Huntington, West Virginia

City and State

2 (a)i Date of Contract **March 10, 1957**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kentucky: . . .

Counties of—Boyd

Carter

Greenup

Lawrence

State of Ohio:

County of—Lawrence

[fol. 703]

1.

KING'S GARAGE

Key Dealer Name

206 Beatty Avenue

Street Address

Corbin, Kentucky

City and State

Contracted By

THE PARKS TRUCK & EQUIPMENT COMPANY

Distributor Name

Knoxville, Tennessee

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kentucky:

Counties of—Knox

Laurel

Whitley

[fol. 708]

1.

WHITE SALES & SERVICE

Distributor Name

418 South Upper Street

Street Address

Lexington, Kentucky

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kentucky:

Counties of—Bourbon

Boyle

Clark

Fayette

Garrard

Jessamine

Madison

Mercer

Scott

Woodford

[fol. 722]

1. **TRUESDELL WILSON SALES & SERVICE**

Direct Key Dealer Name

304 West Mt. Vernon St.

Street Address

Somerset, Kentucky

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kentucky:

Counties of—Casey

Clinton

Lincoln

McCreary

Pulaski

Rockcastle

Russell

Wayne

[fol. 724]

1. **PEARCE MOTOR COMPANY**

Direct Key Dealer Name

1202 Fourth Street

Street Address

Alexandria, Louisiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Louisiana:

Parishes of—Avoyelles

Grant

LaSalle

Rapides

Vernon

[fol. 727]

1.

**SOUTHWEST WHITE-
AUTOCAR TRUCK COMPANY**

Distributor Name

East Broad & Haskell Street

Street Address

Lake Charles, Louisiana

City and State

2 (a)i Date of Contract September 2, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Louisiana:

Parishes of—Calcasieu

Acadia

Beauregard

Vermillion

Allen

Lafayette

Jefferson Davis

St. Martin

Cameron

[fol. 733]

1.

PETERSON SALES COMPANY, INC.

Distributor Name

948 N. Market

Street Address

Shreveport, Louisiana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Louisiana:

Parishes of—

Bienville

DeSoto

Natchitoches

Union

Bossier

Franklin

Ouachita

Webster

Caddo

Jackson

Red River

Winn

Caldwell

Lincoln

Richland

Claiborne

Morehouse

Sabine

[fol. 735]

1. **CONSOLIDATED TRUCK LEASING
CORPORATION**

Distributor Name

6016 St. Vincent P. O. Box 6123

Street Address

Shreveport, Louisiana

City and State

2 (a)i Date of Contract or Assumption Thereof
January 28, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Louisiana:

Parishes of—Caddo
Bossier
DeSoto
WebsterRed River
Caliborne
Sabrine
Bienville

State of Texas:

Counties of—Panola
Shelby
Gregg
Harrison
Marion

[fol. 738]

1. **PETERSON WHITE TRUCK CORP.**

Key Dealer Name

120 Center Street

Street Address

Auburn, Maine

City and State

Contracted By

THE HENLEY KIMBALL COMPANY

Distributor Name

Portland, Maine

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Maine:

Territory includes Androscoggin County and Oxford County, north of Stow, the Waterfords and Sweden. Franklin County in coextensive with distributor Kennebec County, West of Kennebec River, with exceptions of cities of Gardiner, Waterville, and Augusta, to be co-extensive with distributor

[fol. 744]

1. **THE HENLEY KIMBALL COMPANY**

Distributor Name

380 Forest Ave.

Street Address

Portland, Maine

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Maine

[fol. 750]

1. **FEDERAL BALTIMORE TRUCK CO., INC.**

Distributor Name

2801 Sisson Street

Street Address

Baltimore, Maryland

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Maryland:

City of Baltimore.

Counties of—Carroll

Baltimore

Hartford

Cecil

Howard

Anne Arundel

Calvert

[fol. 752]

1.

THOMPSON MOTORS

Distributor Name

600 Dover Road

Street Address

Easton, Maryland

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Maryland:

County of—Talbot

[fol. 754]

1.

KEY MOTOR SALES

Key Dealer Name

106 E. Patrick Street

Street Address

Frederick, Maryland

City and State

Contracted By

TRI-STATE MOTOR SALES, INC.

Distributor Name

Hagerstown, Maryland

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Maryland:

County of—Frederick

[fol. 755]

1.

RONEY MOTOR COMPANY

Distributor Name

622 N. Market Street

Street Address

Frederick, Maryland

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Maryland:

County of Frederick, towns and communities of
Union Bridge—Taneytown
and New Windsor in Car-
roll County.

[fol. 758]

1.

TRI-STATE MOTOR SALES, INC.

Distributor Name

426 South Cannon Avenue

Street Address

Hagerstown, Maryland

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Maryland:

Counties of—Allegany

Frederick

Garrett

Washington

State of Virginia:

Counties of—Clarke

Frederick

Rappahannock

Warren

State of West Virginia:

Counties of—Berkley

Grant

Hampshire

Hardy

Jefferson

Mineral

Morgan

[fol. 759]

1.

RENNER'S GARAGE

Distributor Name

1101 Virginia Avenue

Street Address

Hagerstown, Maryland

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Maryland:

County of—Washington

State of West Virginia:

Counties of—Morgan

Berkeley

Jefferson

[fol. 763]

1. **NORFOLK WHITE TRUCK SALES
& SERVICE, INC.**

Distributor Name

917 South Salisbury Boulevard

Street Address

Salisbury, Maryland

City and State

2 (a)i Date of Contract August 21, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Maryland:

Counties of—Wicomico

Worcester

Somerset

Dorchester

Talbot and lower half of

Caroline County

State of Virginia:

Counties of—Accomac

Northampton

State of Delaware:

County of—Sussex

[fol. 765]

1.

**TRUCK EQUIPMENT &
SERVICE CORPORATION**

Distributor Name

44 Ramak Circle South

Street Address

Agawam, Massachusetts

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
August 12, 1957

Termination Date of New Contract :

2 (b) Selling Territory Assigned:

State of Massachusetts:

Counties of—Hampshire

Hampden

State of Connecticut:

Townships of—Union, Stafford and Somers in
Tolland County.

[fol. 766]

1.

TRUCK CENTER, INC.

Distributor Name

1033 Massachusetts Avenue

Street Address

Boston, Massachusetts

City and State

2 (a)i Date of Contract or Assumption Thereof
November 14, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Massachusetts:

Counties of—Worcester

Middlesex

Essex

Suffolk

Norfolk

Plymouth

[fol. 771]

1.

KANE & BENSON INC.

Distributor Name

1087 No. Montello St.

Street Address

Brockton, Mass.

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Massachusetts:

Counties of--Plymouth

Barnstable

County of--Bristol

Townships of--Taunton

Raynham

Easton

Mansfield

Berkley

County of--Norfolk:

Townships of--Westwood

Canton

Randolph

Braintree

Foxboro

Norwood

Stoughton

Sharon Avon

Holbrook

Weymouth

Walpole

Cohasset

[fol. 778]

1.

THE BRACKEN COMPANY INC.

Distributor Name

610 So. Union Street

Street Address

Lawrence, Mass.

City and State

2 (a)i Date of Contract August 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

Commonwealth of Massachusetts:

Middlesex County—Area north of and including
Littleton Common, Carlisle, Billerica, No. Wil-
mington and N. Reading.Essex County—Area north of and including
following towns: Middleton, Danvers, Danvers-
port and Beverly.

State of New Hampshire: Entire State

State of Vermont: Windsor County

[fol. 781]

1.

BREWER BROTHERS, INC.

Distributor Name

277 Ashland Street

Street Address

North Adams, Massachusetts

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Massachusetts: North Adams and
vicinity

[fol. 784]

1.

STAPLETON, INC.

Distributor Name

278 Tyler St.

Street Address

Pittsfield, Mass.

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Vermont:

County of—Bennington

State of Massachusetts:

County of—Berkshire

State of Connecticut:

County of—Litchfield:

Townships of—Salisbury

North Canaan

Canaan

Norfolk

Sharon

Cornwall

Goshen

[fol. 785]

1.

BREWER BROTHERS, INC.

Distributor Name

196 South Street

Street Address

Pittsfield, Massachusetts

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Massachusetts:

County of—Berkshire

State of Vermont:

Counties of—Bennington

Franklin

Rutland

Lamaille

Addison

Washington

Chittenden

Grand Isle

and in Orange County, the town-
ships of—Orange

Williamston

Washington

Brookfield

Chelsea

Braintree

Randolph

and Windsor County, the town-
ships of—Bethel

Rochester

Stockbridge

State of Connecticut:

County of—Litchfield

Townships of—North Canaan

Canaan

Cornwall

Norfolk

Salisbury

Sharon

[fol. 787]

1. Frank L. Sorenti
d.b.a.
FRANK L. SORENTI WHITE TRUCKS
Key Dealer Name
Rotary
Street Address
Sagamore, Mass.
City and State
Contracted By
KANE AND BENSON, INC.
Distributor Name
Brockton, Mass.
City and State

- 2 (a)i Date of Contract June 1, 1956
2 (a)ii Termination Date of Contract
2 (b) Selling Territory Assigned:
State of Massachusetts:
Barnstable County—and the towns of Ware-
ham, E. Wareham, S. Wareham, Rochester,
Marion and Mattapoisett located in Plymouth
County

[fol. 789]

1. **MORAN SALES COMPANY INC.**
Distributor Name
461 Worthington Street
Street Address
Springfield, Mass.
City and State
2 (a)i Date of Contract January 1, 1955
2 (a)ii Termination Date of Contract
2 (b) Selling Territory Assigned:
State of Massachusetts:
Counties of—Hampden
Hampshire
Franklin
State of Vermont:
County of—Windham

[fol. 793]

1. THE HENLEY KIMBALL COMPANY

Distributor Name

235 Shrewsbury Street

Street Address

Worcester, Mass.

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Massachusetts:

County of—Worcester and

Middlesex:

Townships of—Ashby

Ashland

Ayer

Boxboro

Groton

Holliston

Hopkinton

Hudson

Littleton

Marlboro

Maynard

Pepperell

Shirley

Stow

Townsend

[fol. 801]

1.

ROY A. LEE

Key Dealer Name

Route 10

Street Address

Alpena, Michigan

City and State

Contracted By**WHITE TRUCK SALES OF SAGINAW, INC.**

Distributor Name

Saginaw, Michigan

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Alpena

Alcona

Tosco

Montmorency

Presque Isle

[fol. 809]

1.

DELTA SALES & SERVICE

Distributor Name

111 South 17th Street

Street Address

Escanaba, Michigan

City and State

2 (a)i Date of Contract July 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Menominee

Delta

Alger

Schoolcraft

Luce

Mackinac

Chippewa

[fol. 812]

1. **DERMODY WHITE TRUCK COMPANY, INC.**

Distributor Name

1456 28th Street, S.W.

Street Address

Grand Rapids, Michigan

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Kent

Newaygo

Mecosta

Oceana

Montcalm

Ottawa

Muskegon

On June 1, 1956 Selling Territory changed to:

State of Michigan:

Counties of—Antrim

Mason

Benzie

Mecosta

Charelvoix

Missaukee

Emmet

Montcalm

Grand Traverse

Muskegon

Kalkaska

Newaygo

Kent

Oceana

Lake

Osceola

Leelanau

Ottawa

Manistee

Wexford

[fol. 814]

1. **DERMODY WHITE TRUCK COMPANY, INC.**

Distributor Name

1456 28th Street, S.W.

Street Address

Grand Rapids, Michigan

City and State

2 (a)i Date of Contract or Assumption Thereof
March 25, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—

Antrim

Lake

Muskegon

Benzie

Leelanau

Newaygo

Charlevoix

Manistee

Oceana

Emmet

Mason

Osceola

Grand Traverse

Mecosta

Ottawa

Kalkaska

Missaukee

Wexford

Kent

Montcalm

[fol. 818]

1. **HANCOCK WHITE SALES, INC.**

Distributor Name

1028 Ethel Avenue

Street Address

Hancock, Michigan

City and State

2 (a)i Date of Contract July 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Keweenaw

Marquette

Houghton

Dickinson

Baraga

Iron

Ontonagon

Gogebie

[fol. 821]

1.

Wm. C. Jaress
d.b.a.

WOLVERINE WHITE TRUCK SALES

Distributor Name

110 North Van Dorn Street

Street Address

Jackson, Michigan

City and State

2 (a)i Date of Contract October 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Branch

Calhoun

Hillsdale

Jackson

Washtenaw

[fol. 822]

1.

ERVEN SALES & SERVICE

Distributor Name

951 E. South Street

Street Address

Jackson, Michigan

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 14, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Jackson

Calhoun

Branch

Hillsdale

Washtenaw

[fol. 825]

1. CROOKSTON WHITE TRUCK COMPANY

Distributor Name

Crosstown Parkway & Mills Street

Street Address

Kalamazoo, Michigan

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Allegan

Barry

Kalamazoo

St. Joseph

Van Buren

[fol. 827]

1. CROOKSTON WHITE TRUCK COMPANY

Distributor Name

Crosstown Parkway & Mills Street

Street Address

Kalamazoo, Michigan

City and State

2 (a)i Date of Contract or Assumption Thereof
April 9, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Allegan

Barry

Kalamazoo

St. Joseph

Van Buren

[fol. 829]

1. **D & K WHITE TRUCK COMPANY**

Distributor Name

2827 South Cedar Street

Street Address

Lansing, Michigan

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Clinton

Eaton

Ingham

Ionia

Livingston

Shiawassee

[fol. 831]

1. **D. & K. WHITE TRUCK COMPANY**

Distributor Name

2827 So. Cedar Street

Street Address

Lansing, Michigan

City and State

2 (a)i Date of Contract or Assumption Thereof
April 9, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—Clinton

Eaton

Ingham

Ionia

Livingston

Shiawassee

[fol. 833]

1. **TED FULSHER MOTOR SALES**

Distributor Name

Corner Hampton & Division Streets

Street Address

Marquette, Michigan

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 7, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Michigan: Entire Upper Penn. of Michi-
gan except the County of
Gogebic

[fol. 837]

1.

N & K SERVICE & PARTS, CO.

Key Dealer Name

2501 Henry Street

Street Address

Muskegon, Michigan

City and State

Contracted By

DERMODY WHITE TRUCK CO. INC.

Distributor Name

Grand Rapids, Michigan

City and State

2 (a)i Date of Contract January 24, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of — Muskegon — excluding the accounts of Wolverine Express, Inc. and Interlake Equipment Corporation (but not brokers).

Oceana

Newaygo—excluding the account of Gilliland Transfer (but not brokers).

Cities of Grand Haven, Spring Lake and area north to the Muskegon County line in Ottawa County.

[fol. 843]

1.

**REO TRUCK SALES AND
SERVICE COMPANY****Distributor Name****314 N. Walter Street****Street Address****Saginaw, Michigan****City and State**2 (a)i **Date of Contract or Assumption Thereof**
June 5, 19572 (a)ii **Termination Date of Contract****Contract Replaced by New Contract on**
January 1, 1958**Termination Date of New Contract**2 (b) **Selling Territory Assigned:****State of Michigan:****Counties of—Saginaw****Midland****Tuscola****Gladwin****Huron****Arenac****Sanilac****Iosco****Bay****Alcona****Alpena**

[fol. 844]

1.

JOHNSON WHITE COMPANY

Distributor Name

2100 South Outer Drive

Street Address

Saginaw, Michigan

City and State

2 (a)i Date of Contract March 24, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Michigan:

Counties of—

Alcoha

Gratiot

Otsego

Alpena

Huron

Presque Isle

Arenac

Iosco

Roscommon

Bay

Isabella

Saginaw

Cheboygan

Midland

Sanilac

Clare

Montmorency

Tuscola

Crawford

Ogemaw

Gladwin

Oscoda

[fol. 848]

1.

JOHNSRUD & WANGEN

Key Dealer Name

223 E. Williams

Street Address

Albert Lea, Minnesota

City and State

Contracted By

WILCOX & CHESLEY INC.

Distributor Name

Mankato, Minnesota

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Minnesota:

City of—Albert Lea

County of—Freeborn

[fol. 852]

1.

MYERS MOTORS, INC.

Distributor Name

412 East First Street

Street Address

Duluth 2, Minnesota

City and State

- 2 (a)i Date of Contract October 1, 1955
- 2 (a)ii Termination Date of Contract
- 2 (b) Selling Territory Assigned:

State of Minnesota:

Counties of Aitken, Baltrami, Carlton, Cass,
Cook, Crow Wing, Hubbard, Itasca, Kanabec,
Koochiching, Lake, Lake of the Woods, and
north half of Mille Lacs from Highway 63 and
north, but not including the City of Milaca; Mor-
rison, Pine and Saint Louis.

State of Wisconsin:

Counties of—Ashland,
Bayfield, and
Douglas

[fol. 870]

Harold Anderson

1.

d.b.a.

HAROLD ANDERSON GARAGE

Direct Dealer Name

10th & Gorton

Street Address

Willmar, Minnesota

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Minnesota:

Counties of—Kandiyohi.
Meeker

[fol. 872]

1.

D & J SALES AND SERVICE, INC.

Key Dealer Name

Sunflower at Third Sts.

Street Address

Clarksdale, Mississippi

City and State

Contracted By

SOUTHERN WHITE SALES COMPANY

Distributor Name

Memphis, Tennessee

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Mississippi:

Counties of—Bolivar

Coahoma

Lafayette

Panola

Quitman

Tallahatchie

Yalobusha

[fol. 876]

Samuel B. Platt, III

1.

d.b.a.

PLATT MOTOR COMPANY

Distributor Name

2211 Highway 82 E

Street Address

Columbus, Mississippi

City and State

2 (a)i Date of Contract August 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Mississippi:

Counties of—

Attala	Holmes	Noxubee
Calhoun	Humphreys	Oktibbeha
Carroll	Itawamba	Sunflower
Chickasaw	Leflore	Washington
Choctaw	Lowndes	Webster
Clay	Monroe	Winston
Grenada	Montgomery	

[fol. 881]

Ralph E. Parker and T. C. McFarland

1.

d.b.a.

PARKER'S AUTO SERVICE

Distributor Name

839 S. State Street

Street Address

Jackson, Mississippi

City and State.

2 (a)i Date of Contract April 2, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Louisiana:

Parishes of—East Carroll
Madison.Tensas
West Carroll

State of Mississippi:

Counties of—Amite
Copolah
Hinds
Issaquena
Jefferson
Lawrence
LeakeLincoln
Madison
Rankin
Sharkey
Simpson
Warren
Yazoo

On April 2, 1956 Selling Territory changed to:

State of Louisiana:

Parishes of—East Carroll
West CarrollMadison
Tensas

State of Mississippi:

Counties of—Claiborne
Copolah
Hinds
Issaquena
Lawrence
Leake
LincolnMadison
Rankin
Sharkey
Simpson
Warren
Yazoo

[fol. 886]

1. TRUCK CENTER OF MISSOURI, INC.

Key Dealer Name

Street Address

Cape Girardeau, Missouri

City and State

Contracted By

TRUCK CENTER, INC.

Distributor Name

Cairo, Illinois

City and State

2 (a)i Date of Contract April 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Missouri:

Counties of—

Perry

Phelps

Wayne

Cape Girardeau

St. Geneveive

Iron

Crawford

Carter

Stoddard

Renolds

Ripley

Washington

Bollinger

Dent

Scott

Madison

Butler

[fol. 888]

1. L. C. HUDSON & COMPANY, INC.

Direct Dealer Name

Junction Highways 10 & 24

Street Address

Carrollton, Missouri

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Missouri:

Counties of—Carroll and

Chariton.

[fol. 898]

1.

BAILEY WHITE TRUCKSDirect ~~Key~~ Dealer Name

1213 East Normal

Street Address

Kirksville, Missouri

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Missouri:

Counties of—Adair

Putnam

Schuyler

Knox

[fol. 904]

1.

HANSEN-MEAD MOTOR COMPANY, INC.

Distributor Name

424 South 8th Street

Street Address

St. Joseph, Missouri

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Missouri:

Counties of—Andrew

Atchison

Buchanan

Holt

Nodaway

Worth

Gentry

DeKalb

[fol. 913]

1. **SPRINGFIELD WHITE TRUCKS, INC.**

Distributor Name

Commercial at Glenstone

Street Address

Springfield, Missouri

City and State

2 (a)i Date of Contract July 2, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Missouri:

Counties of—

St. Clair

Webster

Hickory

Dade

Camden

Texas

Cedar

Christian

Polk

Douglas

Dallas

Barry

Henry

Laclede

Stone

Greene

Taney

Lawrence

Ozark

Wright

Howell

Oregon

Shannon

Pulaski

[fol. 918]

1. **BILLINGS WHITE TRUCK COMPANY**

Distributor Name

1007 First Avenue North

Street Address

Billings, Montana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

Counties of—

Phillips	Yellowstone	Lewis &
Valley	Carbon	Clark
Daniels	Richland	Beaverhead
Sheridan	Dawson	Powell
Roosevelt	Wibaux	Broadwater
McCone	Custer	Jefferson
Garfield	Fallon	Deer Lodge
Fergus	Treasure	Silver Bow
Petroleum	Rosebud	Gallatin
Wheatland	Powder River	Madison
Golden Valley	Carter	Blaine
Park	Big Horn	Meagher
Musselshell	Glacier	Judith Basin
Prairie	Toole	Chouteau
Sweetgrass	Pondera	Hill Cascade
Stillwater	Teton	Liberty

State of Wyoming:

Counties of—Park

Big Horn
Sheridan

[fol. 922]

1.

GREAT FALLS WHITE CO.

Distributor Name

315 4th St. South

Street Address

Great Falls, Montana

City and State

2 (a)i Date of Contract April 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

Great Falls Trade Area as follows:

Counties of—Cascade	Teton
Chouteau	Pondera
Liberty	Toole
Hill	Glacier

[fol. 925]

1.

FRONTIER MOTORS, INC.

Key Dealer Name

801 N. Last Chance Gulch

Street Address

Helena, Montana

City and State

Contracted By

BILLINGS WHITE TRUCK CO.

Distributor Name

1007 1st Ave. North, Billings, Montana

City and State

2 (a)i Date of Contract April 7, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

All territory in Helena trade area as follows:

County of—Lewis and Clark

[fol. 927]

1. **KALISPEL SERVICE COMPANY**

Key Dealer Name

401 First Avenue East

Street Address

Kalispell, Montana

City and State

Contracted By

JONES WHITE TRUCK COMPANY

Distributor Name

Spokane, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana;

Flathead County and North Half Lake County
County

[fol. 929]

1.

CENTRAL MOTOR SALES

Key Dealer Name

Street Address**Lewiston, Montana**

City and State

Contracted By

BILLINGS WHITE TRUCK CO.

Distributor Name

Billings, Montana

City and State

2 (a)i Date of Contract * January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

County of—Fergus

{fol. 931}

1.

WALTER'S REPAIR SHOP

Dealer Name

.....
Street Address

Miles City, Montana

City and State

Contracted By

BILLINGS WHITE TRUCK COMPANY

Distributor Name

Billings, Montana

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

County of—Custer

236

[fol. 933]

1. **TABER WHITE TRUCK COMPANY**

Key Dealer Name

Box 392

Street Address

Missoula, Montana

City and State

Contracted By

JONES WHITE TRUCK COMPANY

Distributor Name

Spokane, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

Counties of—Missoula

Granate

Ravalli

and South half of Lake County

[fol. 938]

1.

TAYLOR MOTORS

Dealer Name

.....
Street Address**Wolf Point, Montana**
City and State

Contracted By

BILLINGS WHITE TRUCK COMPANY

Distributor Name

Billings, Montana
City and State2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Montana:

County of—**Roosevelt**

[fol. 946]

1.

KENT'S SUPER SERVICE

Distributor Name

Highway U. S. 6
Street Address**Hastings, Nebraska**
City and State2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
May 7, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Nebraska:

County of—**Adams**

[fol. 948]

1. **NELSON MOTOR COMPANY**

Key Dealer Name

1103 East 25th

Street Address

Kearney, Nebraska

City and State

Contracted By

KENT'S SUPER SERVICE

Distributor Name

Hastings, Nebraska

City and State

2 (a)i Date of Contract or Assumption Thereof
May 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Nebraska:

County of—Buffalo

[fol. 956]

1. **FLOYD'S SALES & SERVICE**

Distributor Name

1202 South Broadway

Street Address

Scottsbluff, Nebraska

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Nebraska:

Counties of—Scotts Bluff

Sioux

Banner

Kimball

Dawes

Box Butte

Morrill

Sheridan

Garden

[fol. 959]

1.

**MADDOX MOTOR CO.—
WHITE TRUCK DIV.**

Distributor Name

1403 Illinois

Street Address

Sidney, Nebraska

City and State

2 (a) i Date of Contract January 1, 1955

2 (a) ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Nebraska:

Counties of—Cheyenne

Deuel

State of Colorado

Counties of—Logan

Sedgewick

Phillips

Washington

Yuma

[fol. 961]

1. **GENERAL EQUIPMENT COMPANY**

Distributor Name

1501 East Second Street

Street Address

Reno, Nevada

City and State

2 (a)i Date of Contract May 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of California:

Counties of—Alpine, Lassen, Plumas, and
Sierra, except the sales of fire
truck chassis to the State of Cali-
fornia and all Political subdivi-
sions thereof.

State of Nevada:

Counties of—

Churchill

Douglas

Elko

Esmeralda

Eureka

Humboldt

Lander

Lincoln

Lyon

Mineral

Nye

Ormsby

Pershing

Storey

Washoe

White Pine

[fol. 965]

1. DECATO MOTOR SALES INC.

Key Dealer Name

P. O. Box 421 Dartmouth College Highway

Street Address

Lebanon, New Hampshire

City and State

Contracted By

THE BRACKEN COMPANY OF
NEW HAMPSHIRE INC.

Distributor Name

Manchester, New Hampshire

City and State

2 (a)i Date of Contract August 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Hampshire:

Counties of—Grafton
Sullivan

State of Vermont:

Counties of—Windsor

On August 1, 1957 Selling Territory changed to:

State of New Hampshire:

Counties of—Grafton
Sullivan

State of Vermont:

Counties of—Caledonia
Essex
OrangeWindsor—with the exception of
The St. Johnsbury
Trucking Co., Inc.

[fol. 968]

1.

**THE BRACKEN CO. OF
NEW HAMPSHIRE INC.**
Distributor Name

1050 Second Street
Street Address

Manchester, New Hampshire
City and State

2 (a)i Date of Contract August 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Hampshire

State of Vermont:

County of—Windsor

On August 1, 1957 Selling Territory changed to:
State of New Hampshire

State of Vermont:

Counties of—Caledonia

Essex

Orange

Windsor

[fol. 969]

1. REO OF NEW HAMPSHIRE, INC.

Distributor Name

225-7 Willow Street

Street Address

Manchester, New Hampshire

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
August 1, 1957

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New Hampshire

State of Vermont:

Counties of—Orleans, Essex and Caledonia,
and Windsor—all townships ex-
cept Bethel, Rochester, Stock-
bridge, Orange—all Townships
except Orange, Williamston,
Washington, Brookfield, Chelsea,
Braintree, Randolph and Tun-
bridge. In the Commonwealth of
Massachusetts, non-exclusive
rights in Middlesex County the
townships of Chelmsford, Twerks-
bury, Dracut, Tyngsboro, Dunsta-
ble, Westford, Carlisle, in Essex
County the townships of Me-
thuen, Lawrence, Andover, N.
Andover, Boxford, Groveland,
Haver-Hill and Lowell.

[fol. 973]

1.

BILL'S
Distributor Name

240 W. Shite Horse Pike
Street Address

Berlin, New Jersey
City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 2, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New Jersey:
City of Berlin and vicinity

{fol. 978]

1. GARDEN STATE WHITE COMPANY

Distributor Name

Burwood Ave. & Crescent Blvd.

Street Address

Camden, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

Counties of—Camden, Gloucester, Salem, Cumberland, Atlantic, Cape May and the Following Townships of Ocean County: Little Egg Harbor, Eaglewood, Stafford, Lacey, Union and Ocean, and the following townships of Burlington county: Cinnaminson, Delran, Delanco, Edgewater Park, Burlington, Willingboro, West Hampton, East Hampton, Northampton, Southampton, Woodland, Bass River, Wadington, Tabernacle, Shamong, Medford, Eyesham, Mount Laurel, Lumberton, Namesport, Moorestown, and Beverly.

[fol. 982]

1. **FRED J. DILLEY T/A CENTRAL GARAGE**

Distributor Name

Rt. 69 & 202

Street Address

Flemington, New Jersey

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

**Contract Replaced by New Contract on
January 13, 1958**

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New Jersey:**Town of Flemington and vicinity**

[fol. 985]

1.

MACCJ LAN MOTORS

Dealer Name

212 E Moore Street

Street Address

Hackettstown, New Jersey

City and State

Contracted By**HALL & FUHS INC.**

Distributor Name

Mountainside, New Jersey

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:**Hackettstown, County of Warren**

[fol. 989]

1.

HUDSON COUNTY MOTORS INC.

Distributor Name

480 Tonnelle Ave.

Street Address

Jersey City, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

County of—Hudson

[fol. 992]

1.

HALL & FUHS INC.

Distributor Name

Route #22

Street Address

Mountainside, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—Richmond

State of New Jersey:

Counties of—Hunterdon

Morris

Somerset

Sussex

Union

Warren

[fol. 993]

1.

RAYMOND M. DORRER

Distributor Name

604 Neptune Highway

Street Address

Neptune, New Jersey

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

City of Neptune and vicinity

[fol. 998]

1.

WHITE SALES & SERVICE COMPANY

Distributor Name

State Highway #1 P. O. Box 187

Street Address

New Brunswick, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

Counties of—Middlesex

Monmouth

[fol. 999]

1.

MATHIS GARAGE

Dealer Name

First and Central Avenue

Street Address

North Wildwood, New Jersey

City and State

Contracted By

GARDEN STATE WHITE COMPANY

Distributor Name

Merchantville 11, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

All points and places in Cape May County, except Ocean City.

[fol. 1003]

1. **NORTH JERSEY WHITE AUTOCAR, INC.**

Distributor Name

25 Lakeview Avenue

Street Address

Paterson, New Jersey

City and State

2 (a)i Date of Contract January 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

Counties of—Bergen

Passaic

State of New York:

County of—Rockland

[fol. 1012]

1. TRENTON WHITE TRUCK COMPANY

Distributor Name

1459 Princeton Ave.

Street Address

Trenton, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

Counties of—Mercer

Burlington—

Townships of—Florence

Bordentown

Chesterfield

Mansfield

North Hanover

Pemberton

New Hanover

Springfield

Ocean—

Townships of—Plumstead

Jackson

Lakewood

Brick

Dover

Manchester

Berkeley

State of Pennsylvania:

County of—*Bucks—*

Townships of—Bensalem

Bristol

Falls

Lower Makefield

Upper Makefield

Newton

Solisbury

Middletown

Wrightstown

[fol. 1013]

1. **WEINMANN'S REO TRUCK COMPANY**

Distributor Name

642 E. State Street

Street Address

Trenton, New Jersey

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 7, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

City of Trenton and vicinity

State of Pennsylvania:

County of—Buck

Townships of—Solesbury

Upper Makefield

Lower Makefield

Newton

Falls

County of—Cumberland

[fol. 1018]

1. GARDEN STATE WHITE COMPANY

Distributor Name

West Landis Avenue

Street Address

Vineland, New Jersey

City and State

2 (a)i Date of Contract August 15, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

County of—Atlantic

Townships of—Buena Vista

Hammonton

County of—Cumberland

County of—Cloucester

Townships of—Newfield

Franklin

County of—Salem

Townships of—Elmer

Pittsgrove

[fol. 1019]

1. REO SALES & SERVICE

Distributor Name

Chestnut Avenue and Delsea Drive

Street Address

Vineland, New Jersey

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

County of—Cumberland

[fol. 1022]

Dick Barclay

1.

d.b.a.

DICK BARCLAY AUTO AND TIRE SERVICE

Dealer Name

814 S. Main Street

Street Address

West Atlantic City, New Jersey

City and State

Contracted By

GARDEN STATE WHITE COMPANY

Distributor Name

Merchantville 11, New Jersey

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Jersey:

County of—Atlantic, except

Townships of—Buena Vista

Hammonton

Weymouth

Boro of Folson

[fol. 1026]

1. **INLAND WHITE TRUCK COMPANY**

Distributor Name

Broadway & Lomas Blvd., N.E.

Street Address

Albuquerque, New Mexico

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Mexico:

Counties of—

Bernalillo	Lea	San Miguel
Catron	Lincoln	Sandoval
Chaves	Los Alamos	Santa Fe
Colfax	McKinley	Sierra
Curry	Mora	Socorro
DeBaca	Quay	Taos
Guadalupe	Rio Arriba	Torrance
Eddy	Roosevelt	Union
Harding	San Juan	Valencia

On March 5, 1956 Selling Territory changed to:

State of New Mexico:

Counties of—

Bernalillo	McKinley	Santa Fe
Catron	Mora	Sierra
Colfax	Quay	Socorro
Guadalupe	Rio Arriba	Taos
Harding	San Juan	Torrance
Lincoln	San Miguel	Union
Los Alamos	Sandoval	Valencia

[fol. 1032]

1.

H. T. PAGE

Key Dealer Name

302 South Canyon Street

Street Address

Carlsbad, New Mexico

City and State

Contracted By

EL PASO WHITE TRUCK CO.

Distributor Name

El Paso, Texas

City and State

2 (a)i Date of Contract June 6, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Mexico:

County of—Eddy

[fol. 1033]

1. **HOBBS WHITE TRUCK COMPANY, INC.**

Distributor Name

.....
Street Address**Hobbs, New Mexico**

City and State

2 (a)i Date of Contract November 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New Mexico:

Counties of—Chaves

Curry

DeBaca

Lea

Roosevelt

[fol. 1034]

1.

KEITH GAS COMPANY, INC.

Distributor Name

Box 1177

Street Address

Lovington, New Mexico

City and State

2 (a)i Date of Contract or Assumption Thereof
June 11, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

[fol. 1040]

1. TAYLOR WHITE TRUCKS, INC.

Distributor Name

465 State Street

Street Address

Binghamton, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Broome

Tioga—except

Townships of—Barton

Spencer

Tompkins

On March 15, 1956 Selling Territory changed to:

State of New York:

Counties of—Broome

Chenango

Delaware

Tioga—except

Townships of—Barton

Spencer

Tompkins

[fol. 1042]

1.

**BRONX-WESTCHESTER
WHITE TRUCKS INC.**

Distributor Name

653 Bruckner Blvd.

Street Address

Bronx, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Bronx

Westchester

On August 1, 1957 Selling Territory changed to:

State of New York:

Counties of—Bronx and Westchester except—

Account of Neptune Storage
Company and its subsidiaries.

On January 1, 1958 Selling Territory changed to:

State of New York:

County of Westchester and that portion of the

Borough of Bronx lying North
and West of the New England
Expressway and the Bronx Ex-
pressway; including the—

Pine Hill Crystal Water Co.

Santini Bros.

(The Seven Brothers)

Exner Sand and Gravel

except the Neptune Storage Com-
pany and its subsidiaries.

[fol. 1043]

1.

CERNIGLIA MOTORS, INC.

Distributor Name

1147-55 Liggett Avenue

Street Address

Bronx, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Westchester

Putnam

and part of Borough of Manhat-
tan North of 125th Street and all
of Borough of Bronx.

[fol. 1044]

1. **BROOKLYN WHITE TRUCKS, INC.**

Distributor Name

Third Avenue and Union Street

Street Address

Brooklyn, New York

City and State

2 (a)i Date of Contract February 1, 1955

2 (a)if Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—Kings (Brooklyn, N. Y.)

On July 1, 1958 Selling Territory changed to:

State of New York:

County of—Kings (Brooklyn, N. Y.) except:
the account of:

Zone Oil Trucking Corp.

26 Bridgewater Street

Brooklyn, N. Y.

[fol. 1045]

1. REO BUS AND TRUCK CORPORATION

Distributor Name

224 Empire Boulevard

Street Address

Brooklyn, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 28, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

Borough of—Brooklyn

County of—Kings in the City of New York

[fol. 1048]

1.

DEYO'S SERVICE

Distributor Name

.....
Street Address

Chazy, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 28, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—Clinton

[fol. 1055]

1. **ELMIRA WHITE TRUCK CORP.**

Distributor Name

P. O. Box 304

Street Address

Elmira, New York

City and State

2 (a)i Date of Contract **October 21, 1957**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Allegany (Except

Townships of—Bolivar

Clarksville

Genesee

Wirt)

Chemung

Schuyler

Steuben

Tioga (Barton and Spencer

Townships only).

State of Pennsylvania:

Counties of—Bradford

Tioga

[fol. 1056]

1.

HEISS BROTHERS

Distributor Name

Hempstead Turnpike & Biltmore Ave.

Street Address

Elmont, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 14, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

Elmont, Long Island and vicinity

[fol. 1060]

1.

SMITH EQUIPMENT COMPANY

Direct Key Dealer Name

238 Bay Street

Street Address

Glens Falls, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Washington

Warren

[fol. 1064]

1.

D. A. MOTORS

Key Dealer Name

Route 9W

Street Address

Haverstraw, New York

City and State

Contracted By

NORTH JERSEY WHITE AUTOCAR INC.

Distributor Name

Paterson, New Jersey

City and State

2 (a)i Date of Contract January 1, 1956

2 (a)ii Termination Date of Contract

2 (b)- Selling Territory Assigned:

State of New York:

County of—Rockland with the exception of Suffern Bottling Works and all bus companies,

[fol. 1072]

1.

**ANDERSON-BALL TRUCK
EQUIPMENT CO., INC.**

Distributor Name

622 East 2nd Street

Street Address

Jamestown, New York

City and State

2 (a)i Date of Contract January 2, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

*County of—Chautauqua—with the exception of
City Ripley, Townships of Boli-
var, Clarksville, Genesee, and
Wirt in Allegany County. Town-
ships of Allegany, Carrollton,
Cold Spring, Elk, Olean, Port-
ville, Randolph, Red House, Sala-
manca, and South Valley in Cat-
taugus County.

[fol. 1078]

1.

RAFTERY'S GARAGE

Direct Key Dealer Name

183 Foxhall Avenue

Street Address

Kingston, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of Ulster, with the exception of the
following accounts:

Needes' Express Inc.,

Clifford Jackson,

* Channel Master Corp.

Austin R. Newcombe

& Co. Inc.

Forst Packing Co.

On April 1, 1958 Selling Territory changed to:

State of New York:

County of Ulster, with the exception of the
following accounts:

Needes' Express, Inc.

C. & E. Trucking Corp.

[fol. 1082]

1. **LONG ISLAND WHITE TRUCK, INC.**

Distributor Name

30-01 Borden Ave.

Street Address

Long Island City, New York

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—**Queens**

[fol. 1086]

1.

JOHN STURTZ

Dealer Name

Shady Avenue

Street Address

Lowville, New York

City and State

Contracted By

PURCELL WHITE TRUCKS, INC.

Distributor Name

Syracuse, New York

City and State

2 (a)i Date of Contract **February 15, 1956**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—**Lewis**

[fol. 1094]

1.

DABRUSIN MOTORS

Distributor Name

18-34 Lake St.

Street Address

Newburgh, New York

City and State

2 (a)i Date of Contract January 24, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Orange

Sullivan

[fol. 1096]

1.

MASON WHITE TRUCKS, INC.

Distributor Name

25 Denton Ave.

Street Address

New Hyde Park, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—Nassau

[fol. 1098]

1.

ALONGI MOTOR COMPANY

Distributor Name

4611-13 Pine Avenue

Street Address

Niagara Falls, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—Niagara

[fol. 1100]

Joachim Schmitz

1.

d.b.a:

SCHMITZ SALES & SERVICE

Distributor Name

Shirley Road

Street Address

North Collins, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

North Collins and vicinity

[fol. 1102]

1. **PAVILION TRUCK SALES CORP.**

Key Dealer Name

.....
Street Address

Pavilion, New York

City and State

Contracted By

PARKER WHITE TRUCKS, INC.

Distributor Name

Rochester, New York

City and State

2 (a)i Date of Contract November 15, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

County of—Genesee

Townships of—Bergen

Byron

Bethany

LeRoy

Pavilion

Stafford

[fol. 1105]

1.

MARTIN TONES

Metropolitan Dealer Name

108 Lake Street

Street Address

Penn Yan, New York

City and State

Contracted By

PARKER WHITE TRUCKS INC.

Distributor Name

Rochester, New York

City and State

2 (a)i Date of Contract October 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Yates

Ontario—Town of Naples only

[fol. 1106]

1.

F. P. McKEEFE AND COMPANY

Direct Key Dealer Name

13 Broad Street

Street Address

Plattsburgh, New York

City and State

2 (a)i Date of Contract December 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Keeseville and vicinity

Essex, Clinton and Franklin counties

[fol. 1108]

1. **WHITE TRUCK & EQUIPMENT COMPANY**

Direct Key Dealer Name

40 North White Street

Street Address

Poughkeepsie, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

The following municipalities located in Dutchess
County, N. Y.—Arlington

Dyde Park

City of Poughkeepsie

Town of Poughkeepsie

Red Hook

Rhinebeck

[fol. 1109]

1.

WRIGHT BROTHERS, INC.

Distributor Name

41 Dutchess Turnpike

Street Address

Poughkeepsie, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 22, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Columbus

Dutchess

Sales and Service on a non-exclu-
sive basis in the counties of—

Ulster

Orange

[fol. 1114]

1. **PARKER WHITE TRUCKS, INC.**

Distributor Name

62-74 Humboldt Street

Street Address

Rochester, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Livingston

Monroe

Ontario

Seneca

Wayne

Yates

Orleans—

Townships of—Keandall

Murray

Clarendon

Genesee—

Townships of—Byron

Stafford

Bergen

LeRoy

Pavilion

Bethany

Wyoming—

Townships of—Middlebury

Covington

Perry

Warsaw

Gainsville

Castile

Pike

Genesee Falls

[fol. 1115]

1.

TRUCK SALES, INC.

Distributor Name

278 Dewey Avenue

Street Address

Rochester, New York

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Monroe

Wayne

Ontario

Yates

Livingston

Orleans

[fol. 1121]

1.

MID-STATE MOTORS

Key Dealer Name

South Main Street

Street Address

Sherburne, New York

City and State

Contracted By

TAYLOR WHITE TRUCKS, INC.

Distributor Name

Binghamton, New York

City and State

2 (a)i Date of Contract March 15, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Chenango

Delaware

[fol. 1127]

J.

PURCELL WHITE TRUCKS, INC.

Distributor Name

1226 West Genesee Street

Street Address

Syracuse, New York

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Cayuga	Madison
Chenango	Onondaga
Cortland	Oswego
Delaware	

On March 15, 1956 Selling Territory changed to:

State of New York:

Counties of—Cayuga	Madison
Cortland	Onondaga
Jefferson	Oswego
Lewis	St. Lawrence

[fol. 1128]

1,

SYRACUSE TRUCK SALES

Distributor Name

1120 Erie Boulevard East

Street Address

Syracuse, New York

City and State

2 (a)i Date of Contract or Assumption Thereof .
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 2, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Onondaga

Cayuga

Seneca

Oswego

Oneida

Cortland

Jefferson

St. Lawrence

Lewis

Herkimer

Otsego

Madison

[fol. 1132]

Frank Potts

1. d.b.a.

JOHNSON WHITE TRUCKS

Distributor Name

416 Broad Street

Street Address

Utica, New York

City and State

2 (a)i Date of Contract August 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of New York:

Counties of—Oneida

Herkimer

Otsego

Montgomery County—

Townships of—Minden

St. Johnsville

Palatine

Canajoharie

Root

Schoharie County—

Townships of—Sharon

(Which includes Sharon Springs Central School)

Fulton County—

Townships of—Oppenheim

Ephratah

Stratford

[fol. 1144]

1. ASHEVILLE WHITE SALES, INC.

Distributor Name

Sweeten Creek Road

Street Address

Asheville, North Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Buncombe	Jackson
Haywood	Swain
Madison	Graham
Cherokee	McDowell
Henderson	Transylvania
Polk	Macon
Clay	Yancey

[fol. 1146]

1. CURTISS MOTOR COMPANY

Distributor Name

46 Banks Avenue

Street Address

Asheville, North Carolina

City and State

2 (a)i Date of Contract or Assumption Thereof
August 11, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Buncombe
Yancy
Henderson
Transylvania
Haywood
Madison

[fol. 1151]

David R. Ray

1.

d.b.a.

PARK PLACE GARAGE

Distributor Name

106 Broadfoot Avenue

Street Address

Fayetteville, North Carolina

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 27, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Cumberland : Robeson

Hoke : Moore

Scotland : Lee

Richmond : Harnett

[fol. 1153]

1. **BARRINGER BROS. AND GAITHER, INC.**

Distributor Name

Highland Avenue at Ridge Street

Street Address

Hickory, North Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Avery : Catawba

Alexander : Mitchell

Burke : Watauga

Caldwell : Iredell

[fol. 1156]

1. **W. S. BOYD SALES COMPANY, INC.**

Distributor Name

Louisburg Road

Street Address

Raleigh, North Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—

Alamance	Johnson	Jones
Chatham	Lee	Beauford
Durham	Nash	Halifax
Edgecombe	Orange	Martin
Franklin	Vance	Wayne
Granville	Wake	Bertie
Green	Pamlico	Hertford
Lenoir	Washington	Northampton
Dare	Pitt	Tyrrell
Hyde	Warren	
Harnett	Wilson	

[fol. 1158]

1. **TRUCK-TRACTOR SALES COMPANY, INC.**

Distributor Name

17th and Mears Street

Street Address

Wilmington, North Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Bladen

Brunswick

Columbus

Carteret

Cumberland

Craven

Duplin

New Hanover

Onslow

Pender

Sampson

[fol. 1160]

1.

GWYN MOTOR SALES

Distributor Name

Cherry Street at Polo Road

Street Address

Winston-Salem, North Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Alleghany

Ashe

Forsyth

Guilford

Rockingham

Stokes

Surry

Wilkes

Yadkin

[fol. 1161]

C. William Witherow

1.

T/A

REO TRUCK & BUS CO.

Distributor Name

1323 N. Liberty Street

Street Address

Winston-Salem, North Carolina

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of North Carolina:

Counties of—Alleghany

Wilkes

Surry

Yadkin

Stokes

Rockingham

Guilford

Forsyth

Davidson

Randolph

Davis

Iredell

[fol. 1165]

1.

B. H. CHESLEY CO.

Key Dealer Name

220 N. P. Avenue

Street Address

Fargo, North Dakota

City and State

Contracted By

WILCOX & CHESLEY INC.

Distributor Name

Mankato, Minnesota

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

All of the State of North Dakota

State of Minnesota:

Counties of—

Big Stone	Wadena	Mahomen
Stevens	Pope	Clear Water
Traverse	Kittson	Polk
Grant	Norman	Red Lake
Douglas	Wilken	Pennington
Todd	Clay	Marshall
Ottertail	Becker	Roseau

[fol. 1166]

1.

**NORTHERN EQUIPMENT &
SUPPLY COMPANY**

Distributor Name

509 S. 3rd Street

Street Address

Grand Forks, North Dakota

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of North Dakota:

Counties of—Towner

Cavalier

Pembina

Benson

Ramsey

Walsh

Eddy

Nelson

Grand Forks

Foster

Griggs

Steels

Traill

State of Minnesota:

Counties of—Kittson

Roseau

Lake of the Woods

Marshall

Polk

Pennington

Red Lake

[fol. 1170]

1. **BERG MOTOR COMPANY, INC.**

Distributor Name

418 S. Arlington Street

Street Address

Akron, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 19572 (a)ii Termination Date of Contract
Contract Replaced by New Contract on
February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:
State of Ohio:Counties of—**Summit**
Portage

[fol. 1173]

Lowell Wyse1. **d.b.a.****WYSE TRUCK SERVICE**

Key Dealer Name

.....
Street Address**Archibald, Ohio**

City and State

Contracted By**C. L. HASKINS, INC.**

Distributor Name

Toledo, Ohio

City and State

2 (a)i Date of Contract **November 1, 1956**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—**Fulton**

[fol. 1178]

1. **YOUNG WHITE TRUCKS, INCORPORATED**

Distributor Name

1307 Third Street, S.W.

Street Address

Canton, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Stark

Carroll

Holmes

Tuscarawas

Wayne

Columbiana—

Territory north of a line
drawn East and West from
Homeworth to Millrock
(Townships of Butler, Fair-
field, Knox, Perry, Salem
and Unity.

[fol. 1179]

1.

BOGGS REO SALES, INC.

Distributor Name

417-9 5th Street, S.E., P. O. Box 48

Street Address

Canton, Ohio

City and State

2 (a) i Date of Contract or Assumption Thereof
June 5, 1957

2 (a) ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Carroll
Holmes
Stark
Tuscarawas
Wayne

[fol. 1185]

1.

PERRY FAY MOTORS, INCORPORATED

Distributor Name

1165 Dublin Road

Street Address

Columbus, Ohio

City and State

2 (a) i Date of Contract . January 1, 1955

2 (a) ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—

Franklin
Delaware
Fairfield
Fayette
Hocking

Knox
Licking
Logan
Madison
Marion

Morrow
Pickaway
Ross
Union
Vinton

[fol. 1186]

1.

**LIGGETT'S COLUMBUS REO
COMPANY, INC.**

Distributor Name

427 E. Main Street

Street Address

Columbus, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—

Marion	Fairfield	Gollia
Morrow	Muskingum	Jackson
Union	Guernsey	Pike
Delaware	Fayette	Scioto
Licking	Ross	Lawrence
Franklin	Hocking	Washington
Madison	Perry	Morgan
Pickaway	Vinton	Noble
Athens	Meigs	Monroe

[fol. 1190]

1.

**THE HUGHES WHITE TRUCK
SALES COMPANY**

Distributor Name

West Second and Sunrise Boulevard

Street Address

Dayton, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—

Montgomery	Darke	Preble
Champaign	Greene	Shelby
Clark	Miami	Warren
Clinton		
Butler—Townships of Lemon and Madison		

[fol. 1192]

1. THE HUGHES WHITE TRUCK SALES CO.

Distributor Name

West 2nd and Sunrise Boulevard

Street Address

Dayton, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof

February 24, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Montgomery

Greene

Champaign

Miami

Clark

Preble

Clinton

Shelby

Darke

Warren

and in Butler, the townships of

Lemon and Madison

[fol. 1195]

1. WIMMER MOTOR SALES

Distributor Name

660 Walnut Street

Street Address

East Liverpool, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 5, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Columbrana in West Virginia that
portion of Hancock County,
North of New Cumberland

[fol. 1196]

1. LORAIN COUNTY TRUCK &
EQUIPMENT CO.

Distributor Name

133 Elbe Street

Street Address

Elyria, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 10, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Lorain

[fol. 1197]

1. C. O. DUFFIELD MOTOR COMPANY

Distributor Name

208 W. Crawford Street

Street Address

Findlay, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Hancock
Wyandot

[fol. 1201]

1.

FREMONT WHITE TRUCK SALES & SERVICE

Distributor Name

125 East State Street

Street Address

Fremont, Ohio

City and State

2 (a)i Date of Contract July 2, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Sandusky, exclusive of Wood-
ville Township

Erie

The account of Paul Gilmore, Inc.
only in Seneca County.

On April 15, 1957 Selling Territory changed to:

State of Ohio:

Counties of—Erie

Hancock

Ottawa

Seneca

(Account of Paul Gilmore,
Inc. only)

Sandusky

(Excluding sale of White
Trucks in Woodville town-
ship)

[fol. 1203]

L. Paul Haskins

1.

d.b.a**HASKINS GARAGE**

Key Dealer Name

2nd and Grape Avenue

Street Address

Gallipolis, Ohio

City and State

Contracted By**MUELLER WHITE TRUCK COMPANY, INC.**

Distributor Name

Huntington, West Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—~~Gallia~~

State of West Virginia:

County of—Mason

[fol. 1205]

Roy J. Sink

1. d.b.a.

STANDARD GARAGE & PARTS

Key Dealer Name

323 Martin Street

Street Address

Greenville, Ohio

City and State

Contracted By

THE HUGHES WHITE TRUCK SALES COMPANY

Distributor Name

Dayton, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Darke

[fol. 1215]

1.

Glenn M. Anderson

d.b.a.

ANDERSON'S REPAIR

Key Dealer Name

30 North Willis Ave.

Street Address

Mansfield, Ohio

City and State

Contracted By

MIDWAY GARAGE & SERVICE, INC.

Distributor Name

Monroeville, Ohio

City and State

2 (a)i Date of Contract July 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Richland

[fol. 1218]

1.

B & W GARAGE

Dealer Name

.....
Street Address

Marion, Ohio

City and State

Contracted By

PERRY FAY MOTORS, INC.

Distributor Name

Columbus, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Marion

Morrow

Knox

[fol. 1222]

1.

Francis M. Osborne III

d.b.a.

MENTOR MOTOR SALES

Distributor Name

1634 Mentor Avenue

Street Address

Mentor, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Lake

Geauga

Ashtabula

[fol. 1224]

Charles E. Dumford

1.

d.b.a.

MIDDLETOWN WHITE TRUCK COMPANY

Key Dealer Name

1700 Plum Avenue

Street Address

Middletown, Ohio

City and State

Contracted By

THE HUGHES WHITE TRUCK SALES COMPANY

Distributor Name

Dayton, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Butler

Townships of—Madison and

Lemon—only

[fol. 1227]

1. **MIDWAY GARAGE & SERVICE, INC.**

Distributor Name

220 Sandusky Street

Street Address

Monroeville, Ohio

City and State

2 (a)i Date of Contract July 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Huron

Ashland

Crawford

Richland

Seneca—

(With the exception of Mo-
hawk Motor, Inc., and Paul
Gilmore, Inc.)

Wayandot

300

[fol. 1230]

1.

WHITE'S MOTOR SERVICE

Metropolitan Dealer Name

Fourth & Locust

Street Address

Newark, Ohio

City and State

Contracted By

PERRY FAY MOTORS, INC.

Distributor Name

1165 Dublin Road, Columbus 8, Ohio

City and State

2 (a)i Date of Contract . . . December 15, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Licking, except the accounts of:

Byerlyte, Inc., and

B. & L. Motor Freight

[fol. 1239]

F. Carl Fletcher

1.

d.b.a.

RICHLAND MOTOR COMPANY

Key Dealer Name

190 West Main Street

Street Address

St. Clairsville, Ohio

City and State

Contracted By

WHEELING WHITE TRUCK COMPANY

Distributor Name

Wheeling, West Virginia

City and State

2 (a)i Date of Contract March 15, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

All of Belmont County excepting the
townships of—Colerain

Pease

Pultney

Mead

[fol. 1242]

1. MAIN TRUCK & TRAILER SERVICE, INC.

Key Dealer Name

2705 East Main Street

Street Address

Springfield, Ohio

City and State

Contracted By

THE HUGHES WHITE TRUCK SALES COMPANY

Distributor Name

Dayton, Ohio

City and State

2 (a)i Date of Contract April 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Clark

[fol. 1244]

1. STEUBENVILLE WHITE TRUCK COMPANY

Distributor Name

Stoney Hollow Boulevard (P. O. Box 1189)

Street Address

Steubenville, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Jefferson

State of West Virginia:

County of—Brooke

City of Weirton—County of Hancock

On February 15, 1956 Selling Territory changed to:

State of Ohio:

Counties of—Jefferson

Columbiana—the southern part,
between Mill Rock
and Homeworth, but
including these
towns.

State of West Virginia:

County of Brooke

Hancock

304

[fol. 1250]

Russell S. Dryfuse

1.

d.b.a.

MADISON MOTOR SERVICE

Key Dealer Name

R. F. D. #2

Street Address

Tiffin, Ohio

City and State

Contracted By

MIDWAY GARAGE & SERVICE INC.

Distributor Name

Monroeville, Ohio

City and State

2 (a)i Date of Contract July 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Seneca

Wayandot

(With the exception of the
accounts of Mohawk Motor,
Inc. and Paul Gilmore, Inc.)

[fol. 1255]

1.

McMILLEN MOTOR SALES

Distributor Name

304 Southard Avenue

Street Address

Toledo, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Fulton

Henry

Lucas

Wood

Ottawa

Sandusky

Erie

Huron

Seneca

State of Michigan:

County of—Lenawee

[fol. 1256]

1. C. L. HASKIN, INCORPORATED

Distributor Name

701 N. Westwood Avenue

Street Address

Toledo, Ohio

City and State

2 (a)i Date of Contract January 2, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Defiance

Fulton

Henry

Lucas

Williams

Wood

Sandusky—

Township of—Woodville only

State of Michigan:

Counties of—Lenawee

Monroe

[fol. 1265]

1. OHIO WHITE TRUCK SERVICE

Key Dealer Name

Madison & Bever Streets

Street Address

Wooster, Ohio

City and State

Contracted By

YOUNG WHITE TRUCKS, INC.

Distributor Name

Canton, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

County of—Wayne

[fol. 1268]

1. THE FYDA WHITE TRUCK COMPANY

Distributor Name

812 Poland Avenue

Street Address

Youngstown, Ohio

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Mahoning

Trumbull

[fol. 1269]

1.

REO YOUNGSTOWN

Distributor Name

530 Glenwood Avenue

Street Address

Youngstown, Ohio

City and State

2 (a)i Date of Contract or Assumption Thereof
January 8, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Mahoning and

Trumbull

[fol. 1272]

1. **HARTMAN AUTO & TRUCK SERVICE**

Distributor Name

1730 Maysville Avenue

Street Address

Zanesville, Ohio

City and State

2 (a)i Date of Contract January 15, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Ohio:

Counties of—Coshocton

Morgan

Muskingum

Noble

Perry

On February 4, 1958 Selling Territory changed to:

State of Ohio:

Counties of—Coshocton

Muskingum

Perry

Morgan

[fol. 1280]

1.

REO SALES, INC.

Distributor Name

418 "C" Southwest

Street Address

Miami, Oklahoma

City and State

2 (a) i Date of Contract or Assumption Thereof
June 5, 1958 *

2 (a) ii Termination Date of Contract

Contract Replaced by New Contract on
January 28, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Oklahoma:

County of—Ottawa

State of Kansas:

County of—Cherokee

State of Missouri:

Counties of—Jasper

Newton

McDonald

[fol. 1287]

1. TULSA WHITE TRUCK COMPANY

Distributor Name

420 West-First Street

Street Address

Tulsa, Oklahoma

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Oklahoma:

Counties of—

Adair	LeFlore	Pawnee
Atoka	Mayes	Pittsburg
Cherokee	McIntosh	Pushmataha
Coal	Muskogee	Rogers
Creek	Nowata	Sequoyah
Haskell	Okfuskee	Tulsa
Hughes	Okmulgee	Wagoner
Latimer	Osage	Washington

On September 1, 1957. Selling Territory changed to:

State of Oklahoma:

Counties of—

Adair	LeFlore	Pawnee
Atoka	Mayes	Pittsburg
Cherokee	McIntosh	Pushmataha
Coal	Muskogee	Rogers
Craig	Nowata	Sequoyah
Creek	Okfuskee	Tulsa
Haskell	Okmulgee	Wagoner
Hughes	Osage	Washington
Latimer		

[fol. 1293]

1.

OREGON TRUCK SALES INC.

Distributor Name

P. O. Box 314

Street Address

Albany, Oregon

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Oregon:

Counties of—

Baker	Jefferson	Sherman
Benton	Lincoln	Umatilla
Crook	Linn	Union
Deschutes	Marion	Wasco
Gilliam	Morrow	Wallowa
Grant	Polk	

Wheeler—southern part of Clackamas and
Yamhill counties

[fol. 1295]

1. HARBOR DIESEL & SUPPLY COMPANY

Key Dealer Name

Bayshore Drive—P. O. Box 547

Street Address

Coos Bay, Oregon

City and State

Contracted By

GUNDERSON BROS. ENGINEERING CORP.

Distributor Name

Eugene, Oregon

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Oregon:

County of—Coos exclusively and

County of Curry non-exclusive

[fol. 1297]

1. GUNDERSON BROS. ENGINEERING CORP.

Distributor Name

2200 West 6th Street

U. S. Highway 99, North P. O. Box 389

Street Address

Eugene, Oregon

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Oregon:

Counties of—Coos County, Curry, Douglas and

Lane. (See supplement to

Distributor Selling Agree-

ment regarding Curry

County, which is to be re-

leased by this firm if they

have not given the White

Motor Company a fair and

satisfactory penetration of

the market in this County by

9-10-55. This supplement is

dated the Tenth day of Sep-

tember, 1954)

[fol. 1298]

1.

**GUNDERSON BROTHERS
ENGINEERING CORPORATION**

Distributor Name

2200 West Sixth Avenue
Pacific Hwy. North, P. O. Box 3159
Street Address

Eugene, Oregon
City and State

2 (a)i Date of Contract or Assumption Thereof
April 29, 1958

2 (a)ii Termination Date of Contract
Contract Replaced by New Contract on
Termination Date of New Contract

2 (b) Selling Territory Assigned:
State of Oregon:

Counties of—Coos
Curry
Douglas
Lane

U

[fol. 1304]

1.

HAUPERT TRACTOR COMPANY

Distributor Name

#3610 North Pacific Highway

Mailing address: Post Office Box 992

Street Address

Medford, Oregon

City and State

2 (a)i Date of Contract May 26, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Oregon:

Counties of—Jackson

Josephine

Klamath

Lake

[fol. 1310]

1. **BETH-ALLEN SALES COMPANY**

Distributor Name

718-38 N. Quincey Street

Street Address

Allentown, Pa.

City and State

2 (a)i Date of Contract July 14, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Bucks

Townships of—

Milford

Springfield

Durham

Nockamixon

Bridgeton

Richland

Haycock

Tinicum

Bedminster

West Rockhill

East Rockhill

Hilltown

Carbon—except Banks and Lau-
sanne Townships

Pike

Lehigh

Monroe

Northampton

[fol. 1313]

Clyde S. Peterman and Sheldon Peterman

1. d.b.a.

PETERMAN'S GARAGE

Distributor Name

805 Chestnut Street

Street Address

Altoona, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Blair

Huntingdon

Center

Bedford

and all of the County of Clearfield

Forest—

townships of—Howe, Jenks

and Barnett

Jefferson

Elk

Cameron

318

[fol. 1315]

1.

PETERMAN'S GARAGE

Distributor Name

805 Chestnut Street

Street Address

Altoona, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—~~Blair~~

Clearfield (except City of Clearfield and vicinity).

Bedford

Elk

Cameron

[fol. 1322]

E. G. Studebaker

1.

d.b.a.**CONTINENTAL SALES COMPANY**

Key Dealer Name

Street Address "**Bedford, Pennsylvania**

City and State

Contracted By**Clyde S. Peterman and Sheldon E. Peterman****d.b.a.****PETERMAN'S GARAGE**

Distributor Name

Altoona, Pennsylvania

City and State

2 (a)i Date of Contract **April 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:**All of Bedford County—except townships of
Union, Kimmell, Bloomfield, Woodbury.**

[fol. 1324]

1.

CRAGO'S GARAGE

Dealer Name

167 Morewood Avenue

Street Address

Blairsville, Pennsylvania

City and State

Contracted By

THE RINGGOLD CORPORATION

Distributor Name

Kittanning, Pennsylvania

City and State

2 (a)ii Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Indiana and the

Townships of—Conemaugh

Blacklick

Burrell

West Wheatfield

East Wheatfield

Brush Valley

Bullington

Center

Young

Pine

[fol. 1328]

1.

EAST END MOTORS

Key Dealer Name

South Avenue Extension

Street Address

Bradford, Pennsylvania

City and State

Contracted By

Carl Mayr

d.b.a.

POPLAR WHITE TRUCK & EQUIPMENT CO.

Distributor Name

Erie, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of McKean (City of Bradford only)

[fol. 1331]

1.

A. R. BOARTS

Distributor Name

Box 1101

Street Address

Butler, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Butler

[fol. 1333]

1.

L. B. SMITH, INC.

Distributor Name

.....
Street AddressCamp Hill, Pennsylvania
City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Perry

Dauphin

Lebanon

Cumberland, except

Townships of— Lower Mifflin,
Upper Mifflin,
North Newton,
South Newton,
Hopewell,
Shippensburg,
and
Southampton
in Cumberland
County.

[fol. 1335]

1.

C. EARL BROWN

Distributor Name

South Main St. Extended, P.O. Box 224

Street Address

Chambersburg, Pennsylvania

City and State

2 (a) i Date of Contract January 1, 1955

2 (a) ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Fulton

Franklin

Adams—

Townships of—Menallen

Franklin

Butler

Straban

Hamiltonban

Cumberland—

Townships of—Hopewell

Upper Mifflin

Lower Mifflin

North Newton

South Newton

Southampton

Shippensburg

Highland

Cumberland

Liberty

Freedom

Mountjoy

[fol. 1336]

1.

RIFE MOTOR COMPANY

Distributor Name

North Franklin Street

Street Address

Chambersburg, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 24, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Franklin

Fulton

[fol. 1337]

1. WILMINGTON & CHESTER MOTOR
SALES, INC.

Distributor Name

5th and Barclay Streets
Street Address

Chester, Pennsylvania
City and State

2 (a)i Date of Contract August 15, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Chester

Townships of—Nottingham

Marlboro

Newlin

Birmingham

County of—Delaware

Townships of—

Upper Chichester

Middletown

Concord

Eddystone

Ridley

Springfield

Upper Providence

Lower Chichester

Aston

Edgemont

Birmingham

Bethel

Chester

Thornberry

[fol. 1338]

1.

SMEAL BROTHERS

Distributor Name

.....
Street AddressClearfield, Pennsylvania
City and State2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 21, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania;
City of Clearfield and vicinity

[fol. 1341]

1.

B. F. LEAMAN & SONS, INC.

Direct Key Dealer Name

520 E. Lancaster Avenue
Street AddressDowningtown, Pa
City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:
The account of B. F. Leaman & Sons, Inc.
Downingtown, Penna

[fol. 1346]

1. **PETERMAN'S GARAGE—DUBOIS BRANCH**

Distributor Name

Falls Creek Road, Route 219

Street Address

DuBois, Pennsylvania

City and State

2 (a)i Date of Contract September 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Jefferson, Elk and Cameron—
 Townships of Howe, Jenks and Barnett in the
 County of Forest—County of Clearfield except
 the Townships of Beccario, Gulich, Girard,
 Boggs, Decatur, Cooper, Karthaus, Graham,
 Covington, Morris, Bradford, Goshen, Knox,
 Lawrence, Bibler and Woodward

[fol. 1348]

Testa Bros.

1.

T/A

REO SALES AND SERVICE

Distributor Name

1049 Bushkill Drive

Street Address

Easton, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
 January 8, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of Northampton

[fol. 1349]

1.

B. E. WEBER'S GARAGE

Distributor Name

387 N. Courtland Street

Street Address

East Stroudsburg, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
June 11, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of Monroe

[fol. 1351]

1.

ROY S. CARLSON

Dealer Name

R. D. 3

Street Address

Edinboro, Pennsylvania

City and State

Contracted By

POPLAR WHITE TRUCK & EQUIPMENT CO.

Distributor Name

Erie, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Edinboro and vicinity in Erie County

[fol. 1353]

Carl Mayr

1.

d.b.a.

POPLAR WHITE TRUCK & EQUIPMENT CO.

Distributor Name

444 West 12th Street

Street Address

Erie, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Crawford

Erie

Warren—Account of Hammond
Iron Works, only

State of New York:

County of—Chautauqua

City of Ripley only

On June 1, 1955 Selling Territory changed to:

State of Pennsylvania:

Counties of—Crawford

Erie

McKean

Potter

Warren—(Excluding Wm. F.
Grossett Company, Inc.
of Warren)

State of New York:

Counties of—Chautauqua—City of Ripley only

On April 15, 1957 Selling Territory changed to:

State of Pennsylvania:

Counties of—Crawford

Erie

Forest

(Townships of—Harmony

Hickory

Kingsley

Green

Tionesta only)

McKean

Potter

Venango

Warren (Excluding W. F. Grossett Co. Inc. Warren, Pa.)

State of New York:

County of Chautauqua (City of Ripley only)

[fol. 1355]

1. VALLEY WHITE TRUCK COMPANY

Distributor Name

57-61 Elizabeth Street

Street Address

Forty-Fort, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Luzerne

Wyoming

Columbia

Carbon—

Townships of—Banks

Lausanne

Schuylkill—

Townships of—North Union Delano

East Union Rahn

W. Mahanoy Mahanoy

Kline Butler

Rush Ryan

Union Schuylkill

[fol. 1356]

1. GREENSBURG WHITE TRUCK SALES, INC.

Distributor Name

R. D. #6, Lincoln Highway West

Street Address

Greensburg, Pennsylvania

City and State

2 (a)i Date of Contract November 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Westmoreland—excluding

Rostraver township

[fol. 1361]

1.

RINGLER MOTORS, INC.

Distributor Name

397 Ferndale Avenue

Street Address

Johnstown, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Cambria

Somerset

[fol. 1362]

1.

FRIENDLY CITY MOTORS, INC.

Distributor Name

620 Railroad Street

Street Address

Johnstown, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 21, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Cambria

[fol. 1367]

1. **THE RINGGOLD CORPORATION**

Distributor Name

Keystone Building

Street Address

Kittanning, Pennsylvania

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Armstrong

Indiana

In County of Clairon—

Townships of—Perry	Piney
Toby	Monroe
Madison	Redbank
Porter	Limestone
Licking	

On April 15, 1957 Selling Territory changed to:

State of Pennsylvania:

Counties of—Armstrong

Indiana

Clairon—

Townships of—

Perry	Redbank	Knox
Toby	Limestone	Salem
Madison	Mill Creek	Beaver
Porter	Washington	Paint
Licking	Farmington	Highland
Piney	Ashland	Clairon
Monroe	Elk	

[fol. 1373]

1.

WHITE-INDIANA SERVICE, INC.

Distributor Name

1116 Marshall Avenue, P. O. Box 1046

Street Address

Lancaster, Penna.

City and State

2 (a)i Date of Contract April 22, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Lancaster

[fol. 1374]

1.

WILLIAM G. SCHLEICHER

Distributor Name

Rt. 895

Street Address

Lehighton, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
March 14, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Lehighton and vicinity in Carbon County

[fol.]

J. HARVEY SPAHR

Distributor Name

41-3 N. Main Street

Street Address

Manheim, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of Lancaster and Lebanon

[fol. 1380]

Franklin M. Miller

d.b.a.

1.

MEADVILLE MOTOR TRUCK CO.

Key Dealer Name

90 Race Street

Street Address

Meadville, Pennsylvania

City and State

Contracted By

POPLAR WHITE TRUCK, INC.

Distributor Name

Erie, Pennsylvania

City and State

2 (a)i Date of Contract August 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Crawford

[fol. 1386]

1.

STEW'S AUTO SERVICE

Dealer Name

105 Hamilton Street

Street Address

New Bethlehem, Penna.

City and State

Contracted By

THE RINGGOLD CORPORATION

Distributor Name

Kittanning, Penna.

City and State

2 (a)i Date of Contract . March 24, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

In the County of Clarion—

Townships of—Perry

Toby

Madison

Porter

Licking

Piney

Monroe

Redbank

Limestone

[fol. 1389]

1. **BAILEY SALES AND SERVICE,
INCORPORATED**

Distributor Name

1130 Butler Avenue

Street Address

New Castle, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Lawrence

Mercer

On August 1, 1957 Selling Territory changed to:

State of Pennsylvania:

Counties of—Lawrence

Mercer

All of Beaver County except the

Townships of—Hanover

Independence

Hopewell

Harmony

Economy

[fol. 1390]

1.

N. C. KUHN

Distributor Name

1480 Mt. Jackson Road

Street Address

New Castle, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Lawrence

[fol. 1397]

1.

FOWLER AND FOWLER, INC.

Distributor Name

41-61 Main Street

Street Address

Oil City, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof

June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

May 27, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Venango

Forest

Clarion

Jefferson

Mercer

Erie

Crawford

[fol. 1402]

1.

KIRK BROTHERS, INC.

Dealer Name

325 N. Front St.

Street Address

Philipsburg, Pennsylvania

City and State

Contracted By**Clyde S. Peterman & Sheldon E. Peterman**

d.b.a.

PETERMAN'S GARAGE

Distributor Name

Altoona, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:**County of Clearfield and the following****Townships of—Decatur**

Cooper	Bradford
Graham	Boggs
Karthauss	Goshen
Covington	Knox
Morris	Lawrence
Girard	Bigler
	Woodward

County of Centre—the township of Rush only

[fol. 1404]

1.

DAUB MOTORS, INC.

Dealer Name

123 South Main Street

Street Address

Pine Grove, Pennsylvania

City and State

Contracted By

READING TRUCKS, INC.

Distributor Name

Reading, Pa.

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Townships of—

Foster

Barry

Eldred

Hubley

Reilly

Washington

Pine Grove

Tremont

Fraley

Upper Mahantongo

Porter

Hegins—all in

County

of

Schuylkill

[fol. 1410]

1. **DIAMOND T READING COMPANY**

Distributor Name

Pottsville Pike

Box 247, R. F. D. #2

Street Address

Reading, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
July 7, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Berks

[fol. 1415]

1. SCRANTON WHITE-AUTOCAR TRUCKS, INC.

Distributor Name

620 West Linden Street

Street Address

Scranton 3, Pa.

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Lackawanna
 Susquehanna
 Wayne

On May 16, 1955 Selling Territory changed to:

State of Pennsylvania:

Counties of—Lackawanna
 Susquehanna
 Wayne

Excluding the account of Fowler & Williams, 1300 Neylert St., Scranton, Pa. until such time that it is mutually agreed between the Distributor and The White Motor Company, that the Distributor is in a favorable position to acquire New truck business from the above named customer, at which time the account is to revert back to Scranton White-Autocar Truck, Inc.

[fol. 1418]

1. **SUSQUEHANNA VALLEY WHITE TRUCK
COMPANY**

Distributor Name

North Market Street

Street Address

Selinsgrove, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Snyder

Mifflin

Juniata

Union

Montour

Northumberland

[fol. 1420]

1. **BAILEY SALES & SERVICE, INC.**

Distributor Name

1320 State Street

Street Address

Sharon, Pennsylvania

City and State

2 (a)i Date of Contract September 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

County of—Mercer

[fol. 1423]

1.

R. A. Snyder**d.b.a.****SNYDER'S GARAGE**


Dealer Name

North Main Street

Street Address

Slippery Rock, Pennsylvania

City and State

 **Contracted By****A. R. BOARTS**

Distributor Name

Bulter, Pennsylvania

City and State

2 (a)i Date of Contract . January 1, 1957

2 (a)ii Termination Date of Contract

• 2 (b) Selling Territory Assigned:

State of Pennsylvania:**Townships of—Slippery Rock****Mercer****Marion****Cherry****Vanango****Allegheny****—all in the County of Butler**

[fol. 1426]

1.

RINGLER MOTORS, INC.—
SOMERSET BRANCH
Distributor Name

.....
Street Address

Somerset, Pennsylvania
City and State

2 (a)i Date of Contract September 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

All of Somerset County with the exception of
the townships of—Addison
Conemaugh
Paint
Ogle

[fol. 1427]

1.

J. P. McNELLY CO.
Key Dealer Name

465 W. Main St.
Street Address

Somerset, Penn.
City and State

Contracted By

RINGLER MOTORS, INC.
Distributor Name

Johnstown, Penn.
City and State

2 (a)i Date of Contract October 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Somerset County, Penn.
For School Busses only.

[fol. 1428]

1. **MORRIS BERMAN AND COMPANY**

Distributor Name

Route 422

Street Address

Stowe, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—*Montgomery*—with the exception
of the following

Townships of—Cheltenham

Abington

Lower Merion

Springfield, and the account
of M. Tose and Sons,
Norristown, Pa.*Bucks*—the following

Townships of—Plumstead

New Britain

Buckingham

Doylestown

Warrington

Warwick

Northampton

Warminster

Chester—the following

Townships of—North Coventry

East Coventry

East Vincent

East Pikeland

Schuylkill with the excep-
tion of Jones Motor
Freight Account in
Spring City, Pa.

[fol. 1431]

G. M. Gleason and R. M. Davis

1. d.b.a.

MOTOR SALES AND SERVICE

Distributor Name

72 East Fayette Street

Street Address

Uniontown, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

All of the county of Fayette

[fol. 1433]

1. **COMLY MOTOR SALES**

Dealer Name

Unionville—Fleming Post Office

Street Address

Unionville, Pennsylvania

City and State

Contracted By

Clyde S. Peterman & Sheldon E. Peterman

d.b.a.

PETERMAN'S GARAGE

Distributor Name

Altoona, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

All of Center County with the exception of
Townships of—RushTaylor
and Worth

[fol. 1435]

1. BOWEN WHITE TRUCK, INC.

Distributor Name

1812 Pennsylvania Ave., W.

Street Address

Warren, Pennsylvania

City and State

2 (a)i Date of Contract September 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—McKean (Excluding City of
Bradford)

Potter

Warrent (Excluding Wm. F.
Crossett Co., Inc.)

On April 15, 1957 Selling Territory changed to:

State of Pennsylvania:

Counties of—Forest

(Townships of—Harmony

Kingsley

Hickory

Green &

Tionesta only)

McKean (Excluding City of
Bradford)

Potter

Venango

Warren (Excluding Wm. F.
Crossett Co., Inc. War-
ren, Pa.)

[fol. 1437]

1. **FOX & JAMES WHITE TRUCK CO.**

Distributor Name

610 West Chestnut Street

Street Address

Washington, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

All of Washington County

Township of—Rostraver—in the county of
Westmoreland

[fol. 1439]

1. **C. S. BRUBAKER**

Distributor Name

Market and Adams Streets

Street Address

West Chester, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Portion of Chester County, South and West of
R #322 from Honeybrook to Downingtown, Pa.,
thence South of Rt. #32 to Paoli, Pa., thence
South along township line to Delaware County,
also the following townships in Delaware
County: Edgemont, Thornbury, Concord and
Birmingham. Exception: Mushroom Trnsp.
Co., Inc., Kenneth Square, Pa. sold through the
Philadelphia Branch.

350

[fol. 1442]

Walter L. Fish

1.

d.b.a.

ECK'S GARAGE

Distributor Name

645 E. Third Street

Street Address

Williamsport, Pennsylvania

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Clinton

Lycoming

Sullivan

[fol. 1443]

1.

RAY'S GARAGE

Distributor Name

394 E. 2nd Avenue

Street Address

Williamsport, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof

• January 28, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Lycoming

Clinton

Sullivan

Union

Montour

Northern half of Northumberland
from and East-West line from
Elysburg to town of Northumber-
land.

[fol. 1445]

1.

ROWE AND PETRIE GARAGE

Distributor Name

South Main Street

Street Address

Yagertown, Pennsylvania

City and State

2 (a)i Date of Contract or Assumption Thereof
January 1, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—Mifflin

Snyder

Jaunita

Perry

Huntington

Center

[fol. 1447]

1. SNYDER AUTO SERVICE COMPANY

Distributor Name

231 West Market Street

Street Address

York, Pennsylvania

City and State

2 (a)i Date of Contract, January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Pennsylvania:

Counties of—York

Adams—

Townships of—Latimore

Huntington

Tyrone

Reading

Hamilton

Berwick

Oxford

Conewago

Union

Germany

Mt. Pleasant

[fol. 1449]

1. **BURNS & CRUSOE TRUCK SALES**

Distributor Name

923 Cranston Street

Street Address

Cranston, Rhode Island

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
February 13, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Rhode Island:

Entire state of R. I. and in the state of Massa-
chusetts, Bristol County.

[fol. 1453]

1. NEW ENGLAND TRUCK CENTER, INC.

Distributor Name _____

40 Branch Avenue

Street Address

Providence, Rhode Island

City and State

2 (a)i Date of Contract January 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Rhode Island:

Counties of—Providence

Kent

Washington

Bristol

Newport

State of Massachusetts:

Counties of—Dukes

Nantucket

Bristol:

Townships: Attleboro

N. Attleboro

Norton

Acushnet

Dartmouth

Fair Haven

New Bedford

Westport

Dighton

Fall River

Freetown

Rehoboth

Somerset

Seekonk

Swansea

Norfolk:

Townships of: Bellingham

Franklin

Norfolk

Plainville

Wrentham

[fol. 1457]

1. SOUTHERN TRUCK COMPANY, INC.

Distributor Name

1808 Meeting Street Road

Street Address

Charleston, South Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of South Carolina:

Counties of—Berkeley

Charleston

Colléton

Dorchester

Georgetown

Horry

Williamsburg

[fol. 1459]

1. **SOUTHEASTERN EQUIPMENT, INC.**

Distributor Name

1105 Pulaski Street

Street Address

Columbia, South Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of South Carolina:

Counties of—Calhoun

Chesterfield

Clarendon

Darlington

Dillon

Fairfield

Florence

Kershaw

Lee

Lexington

Marion

Marlboro

Orangeburg

Richland

Sumter

On December 31, 1955 Selling Territory changed to:

State of South Carolina:

Counties of—Calhoun

Clarendon

Darlington

Dillon

Fairfield

Florence

Kersaw

Lee

Lexington

Marion

Marlboro

Orangeburg

Richland

Sumter

[fol. 1461]

1. **CHRISTOPHER WHITE TRUCK SALES**

Distributor Name

New Buncomb Road

Street Address

Greenville, South Carolina

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of South Carolina:

Counties of—Anderson

Cherokee

Chester

Greenville

Greenwood

Laurens

Newberry

Oconee

Pickens

Saluda

Spartanburg

Union

[fol. 1465]

1. **MAHONEY EQUIPMENT COMPANY**

Distributor Name

P. O. Box 1090

Street Address

Rapid City, South Dakota

City and State

2 (a)i Date of Contract May 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of South Dakota:

Counties of—Butte

Meade

Harding

Lawrence

Pennington

Haakon

Custer

Fall River

Jackson

Shannon

Washabaugh

Bennett

[fol. 1468]

1.

B. H. CHESLEY CO.

Key Dealer Name

Minnesota at 42nd Street

Street Address

Sioux Falls, South Dakota

City and State

Contracted By

WILCOX & CHESLEY INC.

Distributor Name

Mankato, Minnesota

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of South Dakota:

Sioux Falls and all territory in South Dakota
 in Wilcox & Chesley, Inc. contract also in Lyon
 county in Iowa, and Nobles, Rock, Pipestone
 and Murray counties in Minnesota

[fol. 1469]

1.

ULBERG AND VANDIVER

Distributor Name

325 N. Phillips Avenue

Street Address

Sioux Falls, South Dakota

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 8, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of South Dakota:

Entire State of N. Dakota, except counties of
Fall River, Custer, Pennington, Lawrence,
Meade, Butte, Clay, Union, Yankton and
Harding.

State of Minnesota:

Counties of—Pipestone
Rock
Nobles
Murray
Lincoln
Lyon

State of Iowa:

County of—Lyon

[fol. 1472]

1. **CHATTANOOGA WHITE TRUCK
COMPANY, INC.**

Distributor Name

115 Broad
Street Address

Chattanooga, Tennessee
City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Alabama:

Counties of—DeKalb
Jackson

State of Georgia:

Counties of—Catoosa
Dade
Murray
Walker
Whitfield

State of Tennessee:

Counties of—Bradley	Meigs
Bledsoe	Monroe
Hamilton	Polk
McMinn	Rhea
Marion	Sequatchie

[fol. 1475]

1. FRANKLIN SERVICE AND SUPPLY, INC..

Key Dealer Name

P. O. Box 194 Public Square

Street Address

Franklin, Tennessee

City and State

Contracted By

HARTMAN WHITE INC.

Distributor Name

Nashville, Tennessee

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Tennessee:

Counties of—Bedford

Coffee

Cannon

Marshall

Rutherford

Williamson

[fol. 1479]

1.

BLACKWELL'S INC.

Distributor Name

110 Legion

Street Address

Johnson City, Tennessee

City and State

2 (a)i Date of Contract May 20, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Tennessee:

Counties of—Carter

Green

Johnson

Unicoi

Washington

[fol. 1484]

1.

**THE PARKS TRUCK &
EQUIPMENT COMPANY**

Distributor Name

319 Depot Avenue, N.E.

Street Address

Knoxville, Tennessee

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kentucky:

Counties of—Bell

Laurel

Clay

Leslie

Harlan

Perry

Knox

Whitley

State of Tennessee:

Counties of—

Anderson

Greene

Johnson

Blount

Hamblen

Knox

Campbell

Hancock

Loudon

Carter

Hawkins

Morgan

Claiborne

Jefferson

Roane

Cocke

Sullivan

Scott

Grainger

Unicoi

Sevier

Union

Washington

State of Virginia:

Counties of—Lee

Smyth

Russell

Washington

Scott

Wise

On May 20, 1958 Selling Territory changed to:

State of Kentucky:

Counties of—Bell

Laurel

Clay

Leslie

Harlan

Perry

Knox

Whitley

State of Virginia:

Counties of—Lee
Russell
Scott

Smyth
Washington
Wise

State of Tennessee:

Counties of—Anderson, Blount, Cambell, Claiborne, Cocke, Grainger, Hamblen, Hancock, Hawkins, Jefferson, Knox, Loudon, Morgan, Roane, Scott, Sevier, Union, Sullivan except the City of Kingsport, Tenn., however, in the city of Kingsport, Tenn. the following accounts are assigned:

See list attached hereto.

[fol. 1485]

SUPPLEMENT TO DISTRIBUTOR SELLING
AGREEMENT—CITY OF KINGSFORT,
TENNESSEE

*Distributor—The Parks Truck & Equipment Company—
Knoxville, Tennessee*

Armstrong Construction Co.	Coca-Cola Bottling Works
Ace Van Lines	Clinchfield Supply Company
Associated Transport, Inc.	Curtis, Jack
Appalachian Truck Rental, Inc.	Checker & Yellow Cab
The American Thread Co.	Concrete Protessed Company
Brooks Sand & Gravel Co.	Cooper, P. C.
Baker, W. C.	Clinchfield Concrete Company
B & T Mining Company	Chem. Dent. Prod. Co.
Bridwell Packing Company	Craft Transport Company
Berry, James A.	Doyns-Taylor Hdwe. Company
Barb, N. V.	Driver, Charles
Brown Equip. & Mfg. Company	Dance Freight Lines
Bristol Metal Products	Edmonds Broco, Inc.
Bradley, Irene J.	Estes, Roy L.
Barker, Kelly	Elsea, Glen E.
Brick Delivery Company	Fleener, C. H.
Bradley, Geo. E. Jr. & Fred	

General Shale Prod. Co.
 Gardner Equipment Co.
 Green Hdwe. & Supply Co.
 Gibbons Lbr. Company
 Gaines-Rosenbaum Co.
 Gott, Ralph S.
 Galloway Milling Company
 Hicks, J. I.
 Holston Steel Structure,
 Inc.
 Hatner, R. C. Company
 Johnson Bros. Auto Sales
 Jeter, W. C.
 J & L Moving & Storage
 Jones, Stonewall J.
 Kennedy, R. E.
 Karokas, George
 Kingsport Paving Company
 Kingsport Lbr. & Supply
 Co.
 Kite, Ula C.
 Lemmons Trans. Co. Inc.
 Lee, Charles
 Lackey Block Company
 Lawson, J. D.
 McClung, D. M. & Company
 Mills, C. B.
 Mead, The Corporation
 Meade, D. T. Jr.
 Meade, Guy B.
 Modern Bakery
 Musick, W. R.
 Minton, Mary F.
 McCrary, Noah E.
 Moore, Rob B. Inc.
 Moore, C. H.
 Minton, R. E.
 Milton, Ida
 McClelland, C. B.
 Owens, David L.
 Power Equipment Co.
 Pine Lumber Company
 Pierce Ditching Company

Pet Dairy Products Co.
 Peters, The Company
 Phillips, Cecil Joe
 Price, H. E.
 Rogers, R. T.
 Roberts & Johnson Lbr. Co.
 Redgefields Nursery, Inc.
 Robinson Trsf. Motor Lines
 Riggs Bros. Constr. Co.
 Ramsey, Thomas R.
 Rechts Bakery
 Roberts, Thomas E.
 Security Feed & Seed Co.
 Southern Oxygen Co.
 Silver Fleet Motor Express
 Slaters, Henry C.
 Smith, Felix J.
 Spears, Solomon, C.
 Shumaker, Don W.
 Steele, Paul H.
 Short, M. G.
 Smith, F. J.
 Steadham, Jack W.
 Steadham, Robert No.
 Still Welding & Erecting Co.
 Tennessee Eastman
 Company
 Tranbarger, Hubert
 Tennessee Equipment Co.
 Tester, W. E.
 Tipton Construction Co.
 Transcontinental Leasing
 Corp.
 Tennessee Iron & Metal Co.
 Tri-State Coal & Lbr. Co.
 United Warehouse Trans.
 Walling, L. H.
 Wards Hatchery & Feed
 Williamson, Aileen C.
 Wayne Constr. Co. Inc.
 Ward, T. R.
 Willis, Robert & Glen H.
 Guy

[fol. 1490]

1. SOUTHERN WHITE SALES COMPANY

Distributor Name

174 East

Street Address

Memphis, Tennessee

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Arkansas:

Counties of—Craighead
Crittenden
Cross
Greene
Lee
Monroe

Mississippi
Phillips
Poinsett
St. Francis
Woodruff

State of Mississippi:

Counties of—Alcorn
Benton
Bolivar
Coahoma
DeSoto
Lafayette
Marshall
Panola

Quitman
Tallahatchie
Tate
Tippah
Tunica
Union
Yalobusha

State of Tennessee:

Counties of—Benton
Carroll
Chester
Crockett
Decatur
Dyer
Fayette
Gibson
Hardeman
Haywood

Henderson
Henry
Lake
Lauderdale
McNairy
Madison
Obion
Shelby
Tipton
Weakley

State of Missouri:

Counties of—Pemiscott, Dunklin, and that part of New Madrid south of a line drawn directly west from the Tennessee-Kentucky line following the Mississippi River to a point directly south of the town of New Madrid, Mo. and thence west to the junction of New Madrid and Stoddard counties.

On September 1, 1955 Selling Territory changed to:

State of Arkansas:

Counties of—Craighead	Mississippi
Crittenden	Phillips
Cross	Poinsett
Greene	St. Francis
Lee	Woodruff
Monroe	

State of Mississippi:

Counties of—Alcorn	Prentiss
Benton	Quitman
Bolivar	Tallahatchie
Coahoma	Tate
DeSoto	Tippah
Lafayette	Tishomingo
Lee	Tunica
Marshall	Union
Panola	Yalobusha
Pontotoc	

State of Tennessee:

Counties of—Benton	Henderson
Carroll	Henry
Chester	Lake
Crockett	Lauderdale
Decatur	McNairy
Dyer	Madison
Fayette	Obion
Gibson	Shelby
Hardeman	Tipton
Haywood	Weakley

[fol. 1491] State of Missouri:

Counties of—Pemiscott, Dunklin, and that part
of New Madrid south of a line
drawn directly west from the
Tennessee-Kentucky line follow-
ing the Mississippi River to a
point directly south of the town
of New Madrid, Mo. and thence
west to the Junction of New
Madrid and Stoddard counties.

[fol. 1492]

1.

FRANK WHITINGTON, INC.

Distributor Name

259 E. Webster Avenue, P. O. Box 2192

Street Address

Memphis, Tennessee

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 14, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Tennessee:

State of Tennessee, all counties South and West
and including Lake, Obion, Weak-
ley, Henry, Benton, Decatur,
Hardin and Madison.

State of Mississippi:

All counties North of and including Washing-
ton, Sunflower, Leflore, Carroll,
Montgomery, Choctaw, Oktib-
beha, and Lowndes.

State of Arkansas:

, Counties of—Fulton

Izard

Sharp

Randolph

Clay

Lawrence

Greene

Jackson

Craighead

Mississippi

Poinsett

Woodruff

Cross

Crittenden

St. Francis

Monroe

Lee

Phillips

[fol. 1495]

1.

HARTMAN WHITE, INC.

Distributor Name

119 16th Avenue, North

Street Address

Hashville, Tennessee

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Kentucky:

Counties of—Allen

Christian

Cumberland

Logan

Monroe

Simpson

Todd

Trigg

Warren

State of Tennessee:

Counties of—

Bedford

Cannon

Cheatham

Clay

Coffee

Cumberland

Davidson

DeKalb

Dickson

Fentress

Franklin

Giles

Grundy

Hardin

Hickman

Houston

Humphreys

Jackson

Lawrence

Lewis

Lincoln

Macon

Marshall

Maurý

Montgomery

Moore

Overton

Perry

Pickett

Putnam

Robertson

Rutherford

Smith

Stewart

Sumner

Trousdale

Van Buren

Warren

Wayne

White

Williamson

Wilson

[fol. 1500]

1. ABILENE WHITE TRUCK COMPANY✓

Distributor Name

801 South 11th Street (P. O. Box 1778) Abilene

Street Address

Abilene, Texas

City and State

2 (a)i Date of Contract May 21, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1503]

1. PANHANDLE WHITE TRUCK SERVICE

Distributor Name

3810 N. E. Eighth

Street Address

Amarillo, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1504]

1.

TRUCK SERVICE CENTER

Distributor Name

3104 N. E. 8th Street

Street, Address

Amarillo, Texas

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 4, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Texas:

Counties of—

Dallam	Hemphill	Armstrong
Sherman	Oldham	Donley
Hansford	Potter	Collingsworth
Ochiltree	Carson	Parmer
Lipscomb	Gray	Castro
Hartley	Deaf	Swisher
Moore	Wheeler	Hall
Hutchinson	Smith	Briscoe
Roberts	Randall	Christie

State of New Mexico:

Counties of—Roosevelt
Curry

[fol. 1507]

1. **AUSTIN TRUCK AND MACHINERY
COMPANY, INC.**

Distributor Name

7511 Interregional Highway

Street Address

Austin, Texas

City and State

2 (a)i Date of Contract January 16, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1510]

1. **WHITE TRUCK SALES AND SERVICE, INC.**

Distributor Name

1090 North Pearl

Street Address

Beaumont, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1513]

1. **SID BOLDING MOTORS, INC.**

Distributor Name

312 State Street

Street Address

Big Spring, Texas

City and State

2 (a)i Date of Contract June 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1517]

1. SOUTH TEXAS WHITE TRUCK COMPANY

Distributor Name

444 Campbell Lane

Street Address

Corpus Christie, Texas

City and State

2 (a)i Date of Contract May 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1522]

1. EL PASO WHITE TRUCK CO.

Distributor Name

1615 East Paisano Drive

P. O. Box 1797

Street Address

El Paso, Texas

City and State

2 (a)i Date of Contract June 6, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1530]

South Texas White Truck Service

1. d.b.a.

VALLEY WHITE TRUCK SERVICE

Distributor Name

1119 West Harrison

Street Address

Harlingen, Texas

City and State

2 (a)i Date of Contract October 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1534]

1. **PLAINS WHITE TRUCK COMPANY, INC.**

Distributor Name

2436 Avenue H

Street Address

Lubbock, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1539]

1. **WEST TEXAS WHITE TRUCK
EQUIPMENT COMPANY**

Distributor Name

2121 East Second P. O. Box 605

Street Address

Odessa, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1545]

1. **SID BOLDING MOTORS, INC.**

Distributor Name

Chadbourne and Fourth

Street Address

San Angelo, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1548]

1. **ALAMO WHITE TRUCK SERVICE.**

Distributor Name

816 Probandt

Street Address

San Antonio, Texas

City and State

2 (a)i Date of Contract July 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1553]

1. **BURCH MOTOR COMPANY, INC.**

Distributor Name

5th and Texas Streets

Street Address

Texarkana, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1555]

1. **QUALITY MOTORS, INC.**

Distributor Name

314 North Broadway

Street Address

Tyler, Texas

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1560]

1. **HODGES WHITE TRUCK COMPANY**

Distributor Name

606 East Scott

Street Address

Wichita Falls, Texas

City and State

2 (a)i Date of Contract **June 1, 1956**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

[fol. 1562]

1. **JONES MOTOR COMPANY**

Dealer Name

380 South Main

Street Address

Cedar City, Utah

City and State

Contracted By

LINDNER & WOOD WHITE MOTOR SALES

Distributor Name

Salt Lake City, Utah

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Utah:

Counties of—Iron

Beaver

Washington

Kane

[fol. 1565]

1. LINDNER AND WOOD WHITE MOTOR SALES .

Distributor Name

712 South Second West St.

Street Address

Salt Lake City, Utah .

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Utah:

All counties

State of Wyoming:

Counties of—Lincoln

Sweetwater

Sublette

Uinta

Teton

State of Idaho:

Counties of—Bannock

Bear Lake

Bingham

Bonnevile

Butte

Madison

Power

Caribau

Clark

Franklin

Fremont

Jefferson

Oneida

Teton

Excluding sales of equipment to
National Parks

[fol. 1566]

1. **REO McMURDIE COMPANY, INC.**

Distributor Name

4051 S. State Street

Street Address

Salt Lake City, Utah

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 2, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Utah:

Entire State of Utah except counties of Grand
and San Juan.

State of Nevada:

Counties of—Elko
White Pine

State of Idaho:

Counties of—Bannock	Power
Bonneville	Jefferson
Bingham	Caribou
Franklin	Bear Lake
Oneida	Jerome
Madison	Cassia
Teton	Minidoka
Fremont	Twin Falls
Clark	

[fol. 1570]

1.

BREWER BROTHERS, INC.

Distributor Name

1 North Avenue

Street Address

Burlington, Vermont

City and State

2 (a)i Date of Contract or Assumption Thereof*
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 6, 1958.

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Vermont:

City of Burlington and vicinity.

[fol. 1573]

1. **TRANSPORTATION CORPORATION
OF AMERICA**

Distributor Name

2765 Jefferson Davis Highway

Street Address

Arlington, Virginia

City and State

2 (a)i Date of Contract **January 15, 1958**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

The District of Columbia

The following Counties in the State of Maryland:

Montgomery

St. Mary's

Prince George's

Calvert

Charles

The following counties in the State of Virginia:

Arlington

Fairfax

Loudon

Fauquier

Prince William

City of Alexandria

[fol. 1574]

1. TRANSPORTATION CORPORATION
OF AMERICA

Distributor Name

2765. Jefferson Davis Highway

Street Address

Arlington, Virginia

City and State

2 (a)i Date of Contract or Assumption Thereof
March 19, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Virginia:

District of Columbia

State of Maryland:

Counties of—Montgomery

St. Mary's.

Prince

George's

Calvert

George

State of Virginia:

Counties of—Arlington

Fairfax

London

Faugier

Prince William

City of Alexandria

[fol. 1577]

1. HARVILLE MOTOR COMPANY, INC.

Distributor Name

1106 Riverside Drive

Street Address

Danville, Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—Halifax

Henry

Pittsylvania

State of North Carolina:

Counties of—Caswell

Person

[fol. 1581]

1. HAMPTON ROADS REO TRUCK SALES

Distributor Name

Rip Rap Road P. O. Box 170

Street Address

Hampton, Virginia

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
June 17, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Cities of—

Hampton & Newport News and Vicinity.

[fol. 1585]

1. JOHN P. HUGHES MOTOR COMPANY, INC.

Distributor Name

800 Commerce Street

Street Address

Lynchburg, Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—Amherst

Appomattox

Bedford

Buchingham

Campbell

Charlotte

Nelson

[fol. 1588]

1. LUMPKIN WHITE TRUCK COMPANY

Distributor Name

814—39th St., P. O. Box 511

Street Address

Newport News, Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—Elizabeth City

Gloucester

James City

Mathews

York

Warwick

[fol. 1590]

1. **NORFOLK WHITE TRUCK SALES
& SERVICE, INC.**

Distributor Name

Route 13 Military Highway

Street Address

Norfolk, Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—Isle of Wight

Nansemond

Norfolk

Princess Anne

Southampton

Surry

Sussex

State of North Carolina:

Counties of—Camden

Chowan

Currituck

Gates

Pasquotank

Perquimans

On June 1, 1955 Selling Territory changed to:

State of Maryland:

Countys of—Wicomico, Worcester, Somerset,
Dorchester, Talbot and lower half
of Caroline County, with the ex-
ception of one account namely
Service Trucking Co., Federal-
burg, Md.

State of Virginia:

Counties of—Isle of Wight
 Nansemond
 Norfolk
 Princess Anne
 Southampton

Surry
 Sussex
 Accomac
 Northampton

State of Delaware:

County of—Sussex

State of North Carolina:

Counties of—Camden
 Chowan
 Currituck

Gates
 Pasquotank
 Perquimans

[fol. 1593]

1. EUBANK WHITE TRUCK CORPORATION

Distributor Name

1812 Brook Road

Street Address

Richmond, Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—

Albemarle	Green	Northumberland
Amelia	Hanover	Nottoway
Brunswick	Henrico	Orange
Caroline	King & Queen	Powhatan
Charles City	King George	Prince Edward
Chesterfield	King William	Prince George
Cumberland	Lancaster	Richmond
Culpeper	Louisa	Spotsylvania
Dinwiddie	Lunenburg	Stafford
Essex	Mecklenburg	Westmoreland
Fluvanna	Middlesex	Greensville
Goochland	New Kent	

[fol. 1594]

1. EUBANK WHITE TRUCK CORPORATION

Distributor Name

1812 Brook Road

Street Address

Richmond, Virginia

City and State

2 (a)i Date of Contract or Assumption Thereof
March 19, 19582 (a)ii Termination Date of Contract
Contract Replaced by New Contract on
Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—

Albermarle	Green	Northumberland
Amelia	Hanover	Nottoway
Brunswick	Henrico	Orange
Caroline	King & Queen	Powhatan
Charles City	King George	Prince Edward
Chesterfield	King William	Prince George
Cumberland	Lancaster	Richmond
Culpepper	Louisa	Spotsylvania
Dinividdie	Lunenburg	Stafford
Essex	Mecklenburg	Westmoreland
Fluvanna	Middlesex	Greenville
Goochland	New Kent	

[fol. 1597]

1. FULTON WHITE TRUCK COMPANY, INC.

Distributor Name

1501 Shenandoah Ave., N. W. Box 1708

Street Address

Roanoke, Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—

Allegheny	Franklin	Pulaski
Augusta	Grayson	Roanoke
Bath	Highland	Rockbridge
Botetourt	Madison	Rockingham
Carroll	Montgomery	Shenandoah
Craig	Page	Wythe
Floyd	Patrick	

State of West Virginia:

County of—Pendleton

[fol. 1598]

1. **OLD DOMINION MOTOR CORPORATION
OF ROANOKE**

Distributor Name

308 Orange Avenue, N.E.

Street Address

Roanoke, Virginia

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 2, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Virginia:

Counties of—

Rockingham	Patrick	Bedford
Henry	Pulaski	Craig
Grayson	Campbell	Appomattox
Nelson	Botetourt	Roanoke
Floyd	Amherst	Augusta
Montgomery	Carroll	Franklin
Green	Roanoke	Wythe

[fol. 1609]

R. E. Arnett

1. d.b.a.

ARNETT WHITE TRUCK SALES

Key Dealer Name

2025 James Street

Street Address

Bellingham, Washington

City and State

Contracted By

FAGEOL MOTORS, INC.

Distributor Name

Seattle, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Washington:

Counties of—Whatcom

Skagit

San Juan

On January 10, 1957 Selling Territory changed to:

State of Washington:

Counties of—Whatcom

San Juan

[fol. 1610]

1.

FALTUS & PETERSON, INC.

Key Dealer Name

7th & Pearl

Street Address

Ellensburg, Washington

City and State

Contracted By

FAGEOL MOTORS, INC.

Distributor Name

Seattle 4, Washington

City and State

2 (a)i Date of Contract **December 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Washington:

County of—Kittitas

[fol. 1615]

E. O. Pederson

1.

d.b.a.

ED PEDERSON SALES & SERVICE

Key Dealer Name

429 Third

Street Address

Raymond, Washington

City and State

Contracted By

FAGEOL MOTORS, INC.

Distributor Name

Seattle, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

3 (b) Selling Territory Assigned:

State of Washington:

County of—Pacific

[fol. 1618]

1.

FAGEOL MOTORS, INC.

Distributor Name

916 Maynard Avenue

Street Address

Seattle, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Washington:

Counties of—

Benton	Chelan	Island
Gray's Harbor	Kitsap	Kittitas
King	Okonogan	Pacific
Mason	Skagit	Snohomish
San Juan	Yakima	Douglas
Whatecom	Clallam	Jefferson

On July 2, 1956 Selling Territory changed to:

State of Washington:

Counties of—

Benton	Kitsap	Pacific
Gray's Harbor	Okonogan	Snohomish
King	Skagit	Douglas
Mason	Yakima	Jefferson
San Juan	Clallam	Lewis
Whatecom	Island	Thurston
Chelan	Kittitas	Pierce

[fol. 1620]

1. **REO WASHINGTON SALES
COMPANY, INC.**
Distributor Name

2401 Airport Way
Street Address

Seattle, Washington
City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
April 24, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Washington:

Counties of—Lewis	Snohomish
Pacific	Skagit
Grays Harbor	Island
Pierce	San Juan
Thurston	Watcom
King	Kittitas
Jefferson	Yakima
Clallam	Chelan
Mason	
Kitsap	

[fol. 1623]

1. JONES WHITE TRUCK COMPANY

Distributor Name

W 41 Second Avenue

Street Address

Spokane 4, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Washington:

Counties of—Adams

Asotin

Lincoln

Ferry

Garfield

Grant

Spokane

Pend Oreille

Stevens

Walla Walla

Whitman

Franklin

Columbia

State of Idaho:

Counties of—Benewah

Bonner

Boundary

Clearwater

Idaho

Kootenai

Latah

NezPerce

Shoshone

Lewis

State of Montana:

Counties of—Flathead

Granite

Lake

Lincoln

Mineral

Ravalli

Sanders

Missoula

[fol. 1627]

Frank Buchanan

1. d.b.a.

FRANK BUCHANAN SALES COMPANY

Key Dealer Name

Lincoln Avenue

Street Address

Tacoma, Washington

City and State

Contracted By

FAGEOL MOTORS, INC.

Distributor Name

Seattle 4, Washington

City and State

2 (a)i Date of Contract May 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Washington:

Pierce and Thurston Counties.

Fageol Motors, Inc., or their
agents, shall retain the right to
sell White Transit School Busses
in this territory.

398

[fol. 1629]

1.

McCOY AUTO COMPANY

Distributor Name

9th and "C" Streets

Street Address

Vancouver, Washington

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Washington:

Counties of—Cowlitz

Klickitat

Skamania

Wahkiakum

Clark

[fol. 1635]

1.

**TINDER WHITE TRUCK &
EQUIPMENT COMPANY, INC.**

Distributor Name

U. S. Highway #19—#21 & #460—East

Street Address

Bluefield, West Virginia

City and State

2 (a)i Date of Contract April 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

Counties of—Mercer

McDowell

Wyoming

State of Virginia:

Counties of—Bland

Buchanan

Dickenson

Giles

Tazewell

Distributor will not participate in
or solicit sales to the State Road
Commission.

[fol. 1691]

1.

REO SALES AND SERVICE

Distributor Name

222 Vine Street

Street Address

La Crosse, Wisconsin

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—La Crosse

Monroe

Vernon

Crawford

State of Minnesota:

County of—Houston

[fol. 1694]

1. SMITH WHITE TRUCK SALES, INC.

Distributor Name

210 South Thornton Avenue

Street Address

Madison, Wisconsin

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Adams

Columbia

Crawford

Dane

Dodge except the

Townships of—Chester

Leroy

Lomira

Grant

Greene

Iowa

Jefferson

Jeneau

Lafayette

Richland

Sauk

[fol. 1637]

1. **KANAWHA VALLEY MOTORS, INC.**
Distributor Name

5430 McCorkle Avenue, S.E.
Street Address

Charleston, West Virginia
City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 1, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

All Counties South of and including:

Wayne	Doedridge
Mason	Harrison
Cabell	Taylor
Wood	Barbour
Pleasant	Randolph
Ritchie	Pendleton

State of Virginia:

Counties of—Allegheny
Bath
Bland
Buchanan

Giles
Highland
Tazewell

State of Kentucky:

Counties of—Boyd
Floyd
Johnson
Lawrence

Magoffin
Martin
Pike

[fol. 1640]

1. CLARKSBURG WHITE TRUCK COMPANY

Distributor Name

916 West Pike Street

Street Address

Clarksburg, West Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

Counties of—Harrison

Barbour

Braxton

Calhoun

Doddridge

Gilmer

Lewis

Marion

Randolph

Ritchie

Taylor

Tucker

Tyler

Upshur

[fol. 1644]

1. MUELLER WHITE TRUCK COMPANY, INC.

Distributor Name

816 Seventh Avenue

Street Address

Huntington, West Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

Counties of—Cabell

Lincoln

Logan

Mason

Mingo

Wayne

State of Kentucky:

Counties of—Boyd

Carter

Elliott

Floyd

Greenup

Johnson

Knott

Lawrence

Letcher

Martin

Pike

State of Ohio:

Counties of—Gallia

Lawrence

Distributor will not participate in
or solicit sales to the State Road
Commission.

On July 1, 1956 Selling Territory changed to:

State of West Virginia:

Counties of—Cabell

Lincoln

Logan

Mason

Mingo

Wayne

State of Kentucky:

Counties of—Boyd

Carter

Elliott

Floyd

Greenup

Johnson

Knott

Lawrence

Latcher

Magoffin

Martin

Morgan

Pike

Rowan

State of Ohio:

Counties of—Gallia

Lawrence

Distributor will not participate in
or solicit sales to the State Road
Commission.

[fol. 1651]

1.

WILKINS MOTORS

Distributor Name

1389 University Avenue

Street Address

Morgantown, West Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

Counties of--Monongalia

Preston

State of Pennsylvania:

County of--Greene

[fol. 1655]

1. **PINEVILLE MOTOR SALES, INC.**
Dealer Name

.....
Street Address

Pineville, West Virginia
City and State

Contracted By

TINDER WHITE TRUCK & EQUIPMENT CO., INC.
Distributor Name

Bluefield, West Virginia
City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:
County of—Wyoming

[fol. 1658]

1. **CHARLESTON TRUCK & TRAILER
SERVICE, INC.**

Distributor Name

P. O. Box 8356, Route 60

Street Address

So. Charleston, West Virginia

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

Counties of—Kanawha

Boone

Clay

Fayette

Greenbrier

Jackson

Monroe

Nicholas

Pocahontas

Putnam

Raleigh

Roane

Summers

Webster

[fol. 1661]

1. **KING WHITE TRUCK SALES**

Direct Key Dealer Name

609 Division Street

Street Address

So. Parkersburg, West Virginia

City and State

2 (a)i Date of Contract July 1, 1958

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of West Virginia:

Counties of—Pleasants

Wirt

Wood

(Direct Key Dealer will not participate in or solicit sales to the State Road Commission.)

[fol. 1666]

1. **WHEELING WHITE TRUCK COMPANY**

Distributor Name

2209 Main Street

Street Address

Wheeling, West Virginia

City and State

2 (a)i Date of Contract - January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned;

State of West Virginia:

Counties of—Ohio

- Hancock
- Marshall
- Wetzel

- Excluding City of Weirton in Hancock County.

State of Ohio:

Counties of—Belmont

Harrison

Monroe

Columbiana—the southern part,
between Mili Rock
and Homeworth, but
including these
towns.

On February 15, 1956 Selling Territory changed to:

State of West Virginia:

Counties of—Ohio

Marshall

Wetzel

State of Ohio:

Counties of—Belmont

Guernsey

Harrison

Monroe

Noble

[fol. 1673]

1. **BRUNER WHITE TRUCK SALES
& SERVICE INC.**

Key Dealer Name

804 Colby Street

Street Address

Beloit, Wisconsin

City and State

Contracted By

WADDELL WHITE TRUCK SALES INC.

Distributor Name

Rockford, Illinois

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Illinois:

City of South Beloit in Winnebago County

State of Wisconsin:

Counties of Walworth and Rock

408

[fol. 1675]

1.

WEST SIDE GARAGE

Dealer Name

262 Broadway Ave.

Street Address

Berlin, Wisconsin

City and State

Contracted By

TED'S GARAGE

Distributor Name

Sheboygan, Wisc.

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Waushara and Marquette

Townships of—Seneca, Berlin,
Princeton,
Brooklyn in
Green Lake
County.

Townships of—Wolf River,
Pygan, Rush-
ford and Nepue
in Winnebago
County.

[fol. 1679]

1. Q LITCHFIELD'S TRUCK SALES & SERVICE

Distributor Name

Washington Heights

Street Address

Eau Claire, Wisconsin

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Barron

Buffalo

Burnette

Chippewa

Clark

Dunn

Eau Claire

Jackson

Pepin

Polk

Price

Rusk

Taylor

Trempealeau

Sawyer

Washburn

Pierce

St. Croix

[fol. 1686]

1.

EARL'S MOTOR SALES

Distributor Name

404 Henry

Street Address

Green Bay, Wisconsin

City and State

2 (a)i Date of Contract July 1, 1957

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Brown

Outagamie

Oconto

Kewaunee

Door

Marinette

Forest

Florence

Vilas

Iron: and that part of Shawano County, east of the western boundaries of Richmond and Bell Plains Townships; and the Townships of Menasha and Neenah in Winnebago County.

[fol. 1690]

1.

PENGRAS BROS., INC.

Distributor Name

Third Avenue at Cass

Street Address

La Crosse, Wisconsin

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Minnesota:

Counties of—Fillmore

Houston

Winona

State of Wisconsin:

Counties of—La Crosse

Monroe

Vernon

State of Iowa:

Counties of—Allamakee

Winnebago

[fol. 1706]

1. **MOTOR AND EQUIPMENT COMPANY**

Distributor Name

15 W. Marshall

Street Address

Rice Lake, Wisconsin

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
May 7, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Polk

Barron

Rush

Dunn

Chippewa

Eau Claire

Pepin

[fol. 1711]

1. CENTRAL WHITE MOTORS, INC.

Distributor Name

Street Address

Schofield, Wisconsin

City and State

2 (a)i Date of Contract January 1, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Marathon

Oneida

Lincoln

Langlade

Shawano—that part west of eastern boundaries of the townships of—Red Springs

Herman

Pella

[fol. 1712]

1. CERANSKI REO TRUCK & AUTO SALES

Distributor Name

Highway 51 Rothschild-Schofield Line

Street Address

Schofield, Wisconsin

City and State

2 (a)i Date of Contract or Assumption Thereof
January 1, 1958

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

County of—Marathon

[fol. 1714]

1.

TED'S GARAGE

Distributor Name

1123 Erie

Street Address

Sheboygan, Wisconsin

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wisconsin:

Counties of—Calumet: the townships of Ches-
ter, Leroy and Lomira in Dodge;
Fond du Lac, Green Lake, Mani-
towoc, Marquette, Sheboyga;
Waushara, and Winnebago ex-
cept the townships of Neenah
and Menasha.

[fol. 1719]

1. WEST BEND AUTO SALES AND SERVICE

Direct Dealer Name

403 N. Main Street

Street Address

West Bend, Wisconsin

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

City of West Bend, Wisconsin

[fol. 1722]

1. CENTURY WHITE TRUCK CO., INC.

Distributor Name

West Yellowstone Highway

Street Address

P. O. Box 419

Casper, Wyoming

City and State

2 (a)i Date of Contract January 1, 1955

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wyoming:

Counties of—Aibany

Platte

Crook

Fremont

Converse

Natrona

Weston

Niobrara

Carbon

Johnson

Washakie

Campbell

Hot Springs

Goshen

418

[fol. 1724]

1.

KLIPSTEIN MOTOR SALES

Direct Key Dealer Name

1716 Thomes Ave.

Street Address

Cheyenne, Wyoming

City and State

2 (a)i Date of Contract **May 29, 1958**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wyoming;

County of—Laramie

[fol. 1726]

1.

THE DIAMOND HORSESHOE, INC.

Key Dealer Name

P. O. Box 917

Street Address

Laramie, Wyoming

City and State

Contracted By

CENTURY WHITE TRUCK CO., INC.

Distributor Name

Casper, Wyoming

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wyoming;

County of—Albany

[fol. 1729]

1.

NEWCASTLE EQUIPMENT. CO.

Key Dealer Name

.....
Street Address**Newcastle, Wyoming**

City and State

Contracted By

CENTURY WHITE TRUCK, CO. INC.

Distributor Name

Casper, Wyoming

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wyoming:

Counties of—**Weston****Crook****Campbell**

[fol. 1731]

1. TRUCK EQUIPMENT & SUPPLY COMPANY

Key Dealer Name

Box 951

Street Address

Torrington, Wyoming

City and State

Contracted By

CENTURY WHITE TRUCK CO. INC.

Distributor Name

Casper, Wyoming

City and State

2 (a)i Date of Contract July 6, 1956

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wyoming:

Torrington, Wyoming trade area

On July 6, 1956 Selling Territory changed to:

State of Wyoming:

Counties of—Wymong

Platte

Goshen

Niobrara

[fol. 1732]

1. TRUCK EQUIPMENT AND SUPPLY

Distributor Name

West Highway P. O. Box 951

Street Address

Torrington, Wyoming

City and State

2 (a)i Date of Contract or Assumption Thereof
June 5, 1957

2 (a)ii Termination Date of Contract

Contract Replaced by New Contract on
January 7, 1958

Termination Date of New Contract

2 (b) Selling Territory Assigned:

State of Wyoming:

Entire State of Wyoming

State of Nebraska:

Counties of—Sioux

Scotts Bluff

Banner

Kimball

Dawes

Box Butte

Morrill

Cheyenne

Sheridan

Garden

Deuel

[fol. 1734]

1.

H & S MOTOR CO.

Key Dealer Name

.....
Street Address

Worland, Wyoming

City and State

Contracted By

CENTURY WHITE TRUCK CO. INC.

Distributor Name

Casper, Wyoming

City and State

2 (a)i Date of Contract **January 1, 1955**

2 (a)ii Termination Date of Contract

2 (b) Selling Territory Assigned:

State of Wyoming: :

The County of Washakie, plus selling privilege
in surrounding territory as agreed between H
& S Motor Co. and Century White Truck Co.
Inc.

[fol. 2423]

PLAINTIFF'S EXHIBIT (EDGERTON) 1



Distributor
SELLING AGREEMENT

JOHN L. BOILING WHITE TRUCK SALES
DISTRIBUTOR

NUMBER	No. 1 Bridge Street	STREET
CITY	Petaluma, California	STATE

The White Motor Company
Cleveland 1, Ohio

2423

TABLE OF CONTENTS

	Article Number
TERRITORY AND SELLING RIGHTS:	
Selling Privilege and Territory	1
Merchandising Agreement	2
Adjustment on Outside Deliveries	3
CHASSIS SALES, PRICES, DISCOUNTS, BONUS:	
Stocking New Trucks	4
Prices, Discounts, Net Prices and Terms (See also Appendix A, Appendix B, Appendix C)	5
Price Protection	6
Annual White and Autocar Truck Bonus	7
DISTRIBUTOR COOPERATIVE ADVERTISING FUND	8
DEALER SALES:	
Dealer Appointments	9
Wholesale Override on Chassis Sales to Key Dealers	10
UNIFORM ACCOUNTING SYSTEM	11
SELLING RESERVATIONS:	
Sales Unacceptable to Distributor	12
National Account and Government Sales	13
Service and Handling Allowance on National Accounts	14
PARTS SALES, PRICES, DISCOUNTS, BONUS:	
Parts Sales to National and Fleet Accounts	15
Parts Sales and Discounts (See also Appendix A, Appendix B, Appendix C)	16
Parts Bonus	17
Return of Parts	18
MISCELLANEOUS PROVISIONS:	
Non Standard Orders	19
Warranty	20
Distributor Not Company's Agent	21
Use of Name	22
TERMINATIONS:	
Right of Cancellation	23
Termination of Agreements	24
Company's Right to Repurchase	25
GENERAL PROVISIONS:	
Performance of Agreement	26
Entirety	27
Separability	28
Duration of Agreement	29

424

[fol. 2425]

This agreement made in triplicate this 1st day of January 1955 by and between
 The White Motor Company, Cleveland, Ohio, hereinafter called "Company" and

JOHN L. BOITANO WHITE TRUCK SALES

An Individual

~~Individual~~
~~Corporation~~Petaluma
CitySonoma
CountyCalifornia
State

hereinafter called "Distributor," witnesseth

In consideration of the mutual agreements herein contained, the parties hereto agree as follows

1. **SELLING PRIVILEGE AND TERRITORY** Distributor is hereby granted the exclusive right, except as hereinafter provided, to sell during the life of this agreement, in the territory described below, White and Autocar trucks purchased from Company hereunder

STATE OF CALIFORNIA: Territory to consist of all of Sonoma County, south of a
 (Description of Territory)

line starting at the western boundary, or Pacific Coast, passing through the

City of Bodega, and extending due east to the east boundary line of Sonoma County,

with the exception of the sale of fire truck chassis to the State of California

and all political subdivisions thereof.

2. **MERCHANDISING AGREEMENT** Distributor agrees to develop the aforementioned territory to the satisfaction of Company, and not to sell any trucks purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms, or corporations having a place of business and/or purchasing headquarters in said territory.

Distributor agrees not to sell nor to authorize his dealers to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation, unless the right to do so is specifically granted by Company in writing. (Company Branches, Company approved distributors, direct key dealers, and direct dealers, and Distributor's key dealers and dealers are excepted throughout this paragraph.) Distributor further agrees not to sell nor to authorize his dealers to sell such trucks to any Federal or State government or any department or political subdivision thereof, unless the right to do so is specifically granted by Company in writing. Distributor further agrees to maintain a sales room and service station adequate for the sale and servicing of White and Autocar trucks in said territory and to purchase and display about his place of business authorized sales and service signs, the number of signs and their location to be determined by mutual agreement.

3. **ADJUSTMENT ON OUTSIDE DELIVERIES** Distributor agrees that should any new White or Autocar truck sold and delivered by him or any of his key dealers or dealers be first registered and/or placed in initial service within the territory of another of Company's distributors, direct key dealers or direct dealers, to pay to such other distributor, direct key dealer or direct dealer, an adjustment on each truck, provided he shall have received from such other distributor, direct key dealer or direct dealer, written notice of claim for adjustment within sixty (60) days after date of delivery into the other distributor's, direct key dealer's or direct dealer's territory, such adjustment to be the amount set forth in the latest issue of the applicable "Price List - Appendix A," "Price List - Appendix B," or "Price List - Appendix C."

2425

4. **STOCKING NEW TRUCKS.** Distributor agrees to purchase and keep on display at all times a representative stock of White and Autocar trucks in keeping with the potential of the above described territory, the quantity and models to be determined by mutual agreement. For this purpose, it is contemplated that Distributor will carry a stock of White and Autocar trucks of a value equivalent to one-twelfth of his estimated annual new truck sales. Company, however, in continuation of its long established policy, will not ship any trucks to Distributor or his dealers except on Distributor's specific order.
5. **PRICES, DISCOUNTS AND TERMS.** Company agrees to sell to Distributor at Company's factory at Cleveland, Ohio, new White truck standard chassis, and at Company's factory at Exton, Pennsylvania, new Autocar truck standard chassis, including standard equipment and accessories mounted thereon, for cash in par funds at the respective prices and subject to the discounts, terms and provisions, or at the Distributor net prices and subject to the terms and provisions, set forth in Distributor price lists entitled "Price List—Appendix A," "Price List—Appendix B," "Price List—Appendix C," and the latest issue of Company's sales handbooks all of which are subject to change without advance notice. "Price List—Appendix A," "Price List—Appendix B," and "Price List—Appendix C," will be issued from time to time and the latest issues thereof shall become and be a part of this agreement. Prices will be increased by a flat charge to cover delivery costs from Cleveland, Ohio or Exton, Pennsylvania, to point of delivery, by the amount of manufacturer's preparation charge as shown in price lists, and by all sales, gross receipts, consumption, excise and any and all special taxes of whatever kind levied on the trucks so sold and in effect as of date of delivery, or in any way collectible or payable by Company with respect thereto. Company agrees to furnish Distributor itemized invoices for all chassis and equipment purchased hereunder, such invoices showing separately the selling prices of the chassis, bodies, cabs and equipment.
6. **PRICE PROTECTION.** In the event Company reduces the price of any truck which is in the stock of Distributor or any of his dealers, and is new, unused and unsold, and was purchased by Distributor from Company during the six (6) months next preceding such reduction, Company shall refund or credit to Distributor the difference between the price paid by Distributor to Company and the price he would have paid after such reduction; provided, however, written claim for such refund or credit, supported by evidence satisfactory to Company, is received by it from Distributor within thirty (30) days after the effective date of such price reduction. In case of trucks purchased by Distributor under a trust receipt or similar instrument, Company reserves the right to pay such difference in price to the holder thereof instead of to the Distributor.
- The production by Company of a new truck model or series of models, different from any previously sold to Distributor, regardless of price, shall not constitute a change in price within the meaning of this provision.
- Should Company increase the prices on any of its current truck models, Distributor may, within ten (10) days from receipt of notice of such increase, cancel all unshipped orders previously placed by him for trucks affected by the change except non-standard orders as referred to in Article 19.
7. **ANNUAL WHITE AND AUTOCAR TRUCK BONUS.** With respect to all White truck chassis listed in said "Price List—Appendix A" and "Price List—Appendix B," and Autocar truck chassis listed in "Price List—Appendix C," Distributor shall be entitled to an allowance hereinafter called "bonus," if and when the "Net Dollar Volume" equals or exceeds the "Net Dollar Volume" specified in the first or any succeeding bracket of the "Bonus Scale" below, such bonus to be computed by applying retroactively, the applicable "Rate of Bonus" in said Bonus Scale to the "Net Dollar Volume" then attained, but no bonus shall accrue until the "Net Dollar Volume" in said Bonus Scale reaches \$25,000.00.

BONUS SCALE

Rate of Bonus	Net Dollar Volume
1 1/4 %	\$25,000.00
2 1/4 %	35,000.00
3 3/4 %	50,000.00
5 %	70,000.00 and over

The words "Net Dollar Volume" in the above Bonus Scale mean the total amount (determined as stated below) received by Company for White and Autocar truck chassis which shall be purchased by and delivered to Distributor under this Agreement during any calendar year, "Net Dollar Volume" being subject to any adjustments, allowances or repurchases, irrespective of the calendar year during which the chassis involved in such ad-

[fol. 2427]

justment was delivered to Distributor. "Net Dollar Volume" shall be determined by deducting from the billing price to Distributor the prices, as herein agreed upon, of bodies, cabs, and equipment mounted on chassis and also all taxes, delivery charges, manufacturer's preparation charges as shown in price lists, advertising deposits, and finance charges, if any. Chassis so purchased and delivered shall be considered in order of delivery date.

The bonus shall be paid or credited to Distributor as soon as practicable after the end of each calendar year or as soon as practicable after termination of this contract during the calendar year; provided, however, that no bonus shall be paid until Company shall have received full settlement in cash, notes, or other evidences of indebtedness satisfactory to Company for the chassis included in the bonus computation and in every bonus computation all bonus previously paid or credited to Distributor with respect to trucks delivered in the same calendar year shall be deducted.

8. **DISTRIBUTOR COOPERATIVE ADVERTISING FUND** In order to establish a fund, to be known as "Distributor Cooperative Advertising Fund," Distributor agrees to pay, in addition to all other charges, the sum of Fifteen Dollars (\$15.00) for each White and Autocar truck purchased hereunder. To this fund Company shall also contribute the sum of Seven Dollars and Fifty Cents (\$7.50) for each truck so purchased. The combined fund shall be administered by Company to cover the cost of such advertising media as in the judgment of Company will most effectively promote the sale of White and Autocar products in Distributor's territory. Upon termination of this Agreement the unspent portion of Distributor's payments into said fund will be returned to him, less any amount then owing by him to Company.

9. **DEALER APPOINTMENTS** Distributor may, in order to further the sale thereof, appoint key dealers or dealers to sell and service White trucks and White parts within his territory, the key dealers or dealers so appointed and their locations to be subject to Company's approval. For this purpose Distributor shall use only the Company's standard forms—"White Key Dealer Selling Agreement" and/or "White Dealer Selling Agreement." Distributor will give Company advance notice of the cancellation of any such key dealer or dealer agreement.

10. **WHOLESALE OVERRIDE ON CHASSIS SALES TO KEY DEALERS** In the event Distributor sells at wholesale to any of his key dealers any new White standard truck listed in "Price List—Appendix A" or "Price List—Appendix B" and purchased hereunder, Company agrees to allow Distributor an amount which shall be called "Override" in addition to the discounts provided for in Article 5 above and the "Annual White and Autocar Truck Bonus" provided for in Article 7 above. The amount of the override shall be that specified for each model of new White truck listed in "Price List—Appendix A" and "Price List—Appendix B." The override is not allowable on any truck sold to a key dealer by Distributor and subsequently recovered and resold by Distributor at retail or at wholesale to one of his dealers, or on any such truck sold at wholesale by his key dealer to a dealer, or on any such truck repossessed, purchased, or repurchased by Distributor or Company from a key dealer or a finance company, bank or other organization which shall have repossessed, purchased or repurchased such truck from a key dealer, and in any such case this override, if already paid or allowed to Distributor, shall be charged back to him.

Within fifteen (15) days after the end of each calendar month, Distributor shall send to Company's designated office, a sworn report on form to be supplied by Company, listing all trucks sold and delivered from Distributor's stock (or, on Distributor's order, from Company's factory) to any of his key dealers (with copies attached of actual invoices therefor) and all trucks repossessed, purchased or repurchased by Distributor from any of his key dealers or from a finance company, bank, or other organization during the next preceding calendar month. Distributor shall include in this report any other information requested by Company, and all data and information in the report is open to verification by Company by audit of Distributor's records.

The override referred to in this section shall be paid to Distributor within thirty days after the receipt by Company's designated office of such report, subject, however, to the following conditions:

- that with respect to all the trucks so reported sold, all the terms, provisions and requirements of this Agreement and of the Key Dealer Selling Agreement and particularly as to standard prices and discounts, shall have been complied with and performed.
- that Company has on file at its Home Office in Cleveland, Ohio, copies in the latest revised form, of the Key Dealer's Selling Agreements with the key dealers to whom the reported sales were made, duly executed in each case by Distributor and key dealer and approved by Company.

2427

- 11. UNIFORM ACCOUNTING SYSTEM** It is to the mutual interest of Company and Distributor that uniform accounting systems and practices be maintained by Distributors in order that Company may develop standards of operating performance which will enable Distributors to obtain the most satisfactory results from sales potentials assigned to them, and which will enable Company to prepare composite guide statements periodically to guide Company in formulating policies beneficial to the interests of Distributors.
- Accordingly, Distributor will use and keep up to date at all times a Uniform Accounting System and will furnish to Company a complete and accurate financial and operating statement at the close of each quarter year showing the true and actual condition of Distributor's business. Distributor will maintain said system in accordance with the Accounting Manual prescribed by the Company.
- 12. SALES UNACCEPTABLE TO DISTRIBUTOR** In the event Distributor has an opportunity to sell a White or Autocar truck on terms and conditions unacceptable to him, Company, upon being so notified by Distributor, may itself handle such sale direct and compensate Distributor as may be mutually agreed upon, it being understood and agreed that in all such cases all rights and claims of Distributor to discount, bonus, service and handling allowance or otherwise will be automatically waived and released.
- 13. NATIONAL ACCOUNT AND GOVERNMENT SALES** Company reserves the right to sell direct in the above described territory, to any firm, corporation or subsidiary of the latter designated by Company as a "National Account," as well as to the Federal or any State Government, or any department or political subdivision thereof, without any obligation whatever on the part of Company to Distributor except as hereinafter provided.
- 14. SERVICE AND HANDLING ALLOWANCE ON NATIONAL ACCOUNTS** In the event Company sells any new White or Autocar truck listed in said "Price List—Appendix A," "Price List—Appendix B" or "Price List—Appendix C" direct to an individual, firm or corporation, designated by Company as a National Account (which classification does not include the Federal or State Governments or any department or political subdivision thereof) and such truck is first registered and/or placed in initial service within the above described territory, Company agrees, upon the conditions below stated, to pay to Distributor on each new truck so delivered an amount which shall be called "Service and Handling Allowance." The amount of the "Service and Handling Allowance" shall be that specified for each model of new White or Autocar truck listed in "Price List—Appendix A," "Price List—Appendix B," and "Price List—Appendix C," it being understood that such direct deliveries are subject to no further discount or bonus participation. Such "Service and Handling Allowance" shall be paid to Distributor in cash or credited to his account as Company may elect, provided: that Distributor agrees to cooperate with Company in developing such national account business to the fullest extent; that in each case Distributor shall have established local contact with the customers to whom such deliveries were made and/or shall have performed all functions of delivery, conditioning and service to the satisfaction of Company; and that written claim on the form provided by Company for such allowance shall be filed with Company within sixty (60) days after the delivery of such truck into Distributor's territory.
- 15. PARTS SALES TO NATIONAL AND FLEET ACCOUNTS** Distributor agrees to extend to firms and corporations, and subsidiaries of the latter, designated by Company as "National Accounts" or "Fleet Accounts," and to the Federal and State Governments and departments and political subdivisions thereof, the same discounts on parts and accessories as authorized and allowed the aforementioned accounts by Company.
- 16. PARTS SALES AND DISCOUNTS** Company will sell to Distributor new White, Autocar and Sterling-White parts and accessories listed in Company's latest revised parts books at the prices and discounts and on the terms and conditions as provided in the aforementioned "Price List—Appendix A," "Price List—Appendix B," and "Price List—Appendix C." Distributor agrees to purchase from Company and maintain at all times, an adequate stock of new White, Autocar and Sterling-White chassis parts and accessories to properly service White, Autocar or Sterling-White trucks operating in Distributor's territory, the quantity to be determined by mutual agreement. Distributor further agrees not to sell or use in the repair of White, Autocar or Sterling-White trucks, parts not manufactured, engineered or approved by Company.
- 17. PARTS BONUS** Company agrees to allow Distributor a bonus computed on the net amount of his purchases of all classes of new parts referred to above (except tires and tubes) during each calendar year. "Net amount of purchases" shall mean the Company's billing prices to Distributor for

[fol. 2429]

all such new parts (except tires and tubes) less any credits for returned purchases, and shall not include transportation, labor, or other miscellaneous charges. The rate of such bonus shall be 1% where the net amount of said purchases is more than \$4,000 but not more than \$5,000, 2% where it is in excess of \$5,000, but not more than \$10,000, 3% where it is in excess of \$10,000 but not more than \$20,000, 4% where it is in excess of \$20,000 but not more than \$30,000, and 5% where it is in excess of \$30,000. Such bonus shall be payable as soon as practicable after the end of each calendar quarter and payments shall include the accumulated bonus based on all purchases during the calendar year, less any bonus payments made previously for the calendar year; however, at Company's discretion no bonus accrued as of the end of each quarter shall be paid until Company has received full settlement in cash for all purchases included in the bonus computation.

18. RETURN OF PARTS Distributor may return White, Autocar and Sterling-White parts to such branch office of Company as Company shall specify, on these conditions, however: that the parts were purchased from Company by Distributor; that they are new, unused, current and in good condition; that Distributor has submitted to Company a list of such parts he desires to return on form provided by Company; that Company shall, as promptly as possible, notify Distributor as to the parts, on said list, if any, which Company will accept; that transportation charges be prepaid on the return of such parts; that distributor shall have complied with the requirements of Company in maintaining a stock of parts; and that in the return of any such goods Distributor shall fully comply with all Bulk Sales and other laws applicable thereto. Company shall accept those parts meeting the above conditions and credit Distributor with an amount equal to Distributor's net cost, adjusted on the then current prices of such parts, but less a charge of 5% to cover Company's expense of handling. Those parts not meeting the above conditions will be held by Company for thirty days subject to Distributor's order for disposition. Upon failure of Distributor to order disposition within that time, Company may make such disposition thereof as it sees fit without liability to Distributor for payment in any amount whatsoever.

19. NON-STANDARD ORDERS No order accepted by Company for products not manufactured by Company or not of standard specifications shall be subject to cancellation or return by Distributor without Company's express consent.

20. WARRANTY New White and Autocar trucks purchased hereunder are subject to the standard warranty of Company set forth in "Price List—Appendix A," "Price List—Appendix B," and "Price List—Appendix C," and no other warranty or guaranty, express or implied by law or otherwise, is authorized or shall apply to same.

21. DISTRIBUTOR NOT COMPANY'S AGENT It is not the intent that Distributor possess any authority or power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Company or make promises or representations relative to Company's product other than contained in Company's standard warranty.

22. USE OF NAME The exclusive right to and use of, and the good will attached to, the marks and words, "White," "White Motor," "White Sales," "White Service," "Autocar," "Sterling" and "Sterling-White" and any combination thereof, with reference to motor vehicles and parts and accessories thereof, are reserved to Company and Distributor agrees that he will, upon termination of this agreement or at any time upon demand of Company, discontinue, cease and desist from the use and or display of these words.

23. RIGHT OF CANCELLATION This agreement and any renewal or extension thereof may be cancelled and terminated as below provided:

- (a) By mutual consent the parties hereto may at any time cancel and terminate this agreement forthwith.
- (b) Either party hereto, except as provided in paragraph (c) and (d) below, may cancel and terminate this agreement by giving the other party ninety (90) days' written notice of intention so to cancel.
- (c) In the event this agreement is the first selling agreement entered into between Company and Distributor, and if Distributor, since the effective date of this agreement, shall have been actively engaged in the merchandising of the Company's products in accordance with the terms, conditions and provisions of this agreement, the Company agrees that it will not exercise its right to cancel and terminate this agreement, pursuant to the provisions of paragraph (b) above, at any time during the first twelve (12) months period following the effective date of this agreement.

2429

[fol. 2430]

- (d) Notwithstanding the provisions of paragraphs (b) and (c) next preceding, Company may, at its option, cancel and terminate this agreement at any time without any notice whatsoever to Distributor in case Distributor is a co-partnership or a corporation and disagreements of any nature shall arise between members of the co-partnership or the officers, stockholders or managers of the corporation whereby Company deems its interests may be imperiled; or in case of the incapacity, death or insolvency of Distributor; or in case an application is made to have Distributor declared bankrupt; or in case a receiver or trustee is appointed for Distributor; or in case Distributor makes an assignment for the benefit of creditors; or in case of breach of this agreement on the part of Distributor; or in case Distributor or any of its officers or managers shall be convicted under any criminal laws (either State or Federal); or in case Distributor or any of its officers or managers shall convert any property or embezzle any money either of third parties, or of Distributor in the case of officers or managers; or in case Distributor fails to secure a dealer's license or a renewal thereof in those states requiring dealers' licenses.

**24. TERMINATION
OF AGREEMENT**

Cancellation or termination of this agreement will not release Distributor from payment of any sum then owing to Company, nor from payment for trucks or equipment for same or parts ordered by Distributor and not delivered to him prior to termination

of notice of cancellation. Termination of this agreement shall operate as an automatic cancellation of all of the selling agreements between Distributor and his dealers and, without being required to await expiration of any termination notice period, Company or anyone it may designate shall have the right to enter into new agreements with any or all of said dealers. If during the termination notice period Distributor fails or is for any reason unable to furnish his dealers their requirements of White products, then Company or anyone designated by it may supply said dealers and Distributor shall in such event be entitled to the wholesale credits or overrides as provided in this agreement on the products so supplied during the termination notice period.

**25. COMPANY'S RIGHT
TO REPURCHASE**

Upon termination of this agreement by Company, Company agrees, (except with respect to the products referred to in Article 19) to purchase from Distributor and Distributor agrees to sell to Company within thirty days after such termination:

- (a) All new and unused White and Autocar truck chassis in good condition then owned by Distributor and purchased by him from Company during the six (6) months next preceding Company's notice of cancellation at Distributor's net cost including transportation charges paid to Company but less any bonus previously paid by Company to Distributor on such truck chassis, and without liability for any such bonus if not so previously paid.
- (b) All parts then owned by Distributor which in Company's opinion are new, unused, undamaged and in marketable condition at time and place of acceptance by Company and which were purchased by Distributor from Company for use on White, Autocar or Sterling-White chassis erected within a five year period next preceding Company's notice of cancellation, at Distributor's net cost (adjusted on the then current prices of such parts), exclusive of transportation charges, and less a charge of 5% to cover Company's expense of handling, and less any bonus previously paid by Company to Distributor on such parts and without liability for any such bonus if not so previously paid.

Upon cancellation and termination of this agreement by Distributor, or by natural expiration, or by mutual consent of the parties hereto, Company shall have the right and option to repurchase from Distributor within (30) days after the effective date of such cancellation and termination, any or all White or Autocar truck chassis and White, Autocar or Sterling-White parts then owned by Distributor, at the same prices specified in paragraphs (a) and (b) next preceding.

**26. PERFORMANCE
OF AGREEMENT**

It is understood and agreed that performance of this agreement by Company and the fulfillment of orders accepted hereunder are subject to strikes, accidents, fire, delays of transportation, commandeering of Company's factory and delays of sub-contractors due to such causes, and also to requirements of and orders accepted by Company from duly constituted public authorities and other contingencies beyond Company's control, and that Company shall have the full right at its discretion to reject, wholly or in part, any order or specification for goods from Distributor. In no case shall Company be liable for damage or loss sustained by Distributor because of failure to deliver on or before stipulated delivery date. It is further understood and agreed that full performance of this agreement by Distributor is a condition precedent to performance thereof by Company, and that any failure by Company to enforce or to require performance by Distributor of any provision of this agreement or to exercise any option herein granted, shall in no way affect the validity of this agreement or impair the right of Company later to enforce any such provision or exercise any such option.

2430

[fol. 2431]

27. ENTIRETY

All negotiations, correspondence and memoranda passing between the parties hereto with reference to the subject matter of this agreement are merged in this agreement, which cancels and supersedes all prior agreements between the parties hereto and constitutes the entire and only agreement between them with reference to said subject matter. This agreement may be altered, modified, or abridged only by written instrument duly executed by an Executive Officer of Company at Cleveland, Ohio, and no transfer of same or of any claim arising hereunder may or can be made without written consent from Company.

28. SEPARABILITY

It is intended that this agreement shall not be in unlawful violation of any valid applicable laws now or hereafter from time to time in effect in any country, state or jurisdiction and that should any provision herein in anywise contravene said laws, this agreement shall be considered divisible as to such provision and the remainder of the agreement valid and binding as though such provision were not included therein.

29. DURATION OF AGREEMENT

Company shall not be bound on this agreement, until it shall have been approved by an Executive Officer of Company. It shall then be effective on and as of the 1st

day of January, 1955 and continue in effect, subject to the right

of cancellation set forth above, until the end of the calendar year then current. Continuation of regular dealings between the parties hereto after the end of such calendar year shall extend this agreement for the next succeeding calendar year, and so on from year to year, subject always to the right of cancellation set forth above.

THE WHITE MOTOR COMPANY**JOHN L. BOITANO WHITE TRUCK SALES**

Name of Distributor

Pacific Coast
Region

By

John L. Boitano

Approved

*March 7,*1955*N.O. Eushman*
Sales Manager — Wholesale Division*Timothy R. Ruse*
Executive Officer and Title

Secretary

INSTRUCTIONS

If distributor is:
INDIVIDUAL: Sign his personal name only.
INDIVIDUAL OPERATING UNDER TRADE NAME: Sign trade name and distributor should sign personal name underneath.
PARTNERSHIP: Sign partnership name and all partners should sign underneath.
CORPORATION: Sign corporate name and underneath signature of authorized officer (Pres., Secy., Treas.) with designation of title.

2431

[fol. 2432]

DETACH AND RETURN

City

Petaluma

State

Calif.

Date

5-4

1959

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix A (superseding all previous lists captioned Price List Appendix A) effective February 1, 1959, the terms of which are accepted and agreed to.

James R. Linder
Witness

John I. Baturo
Name of Distributor
John I. Baturo

2432

[fol. 2433]

DETACH AND RETURN

Petaluma Calif. *March 5, 1959*

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List, Appendix B (superseding Appendix A, also captioned Price List, Appendix B), effective February 1, 1959, the terms of which are accepted and agreed to.

Harold P. Crocker
Witness

John L. Balbois
Name of Distributor
John L. Balbois

2433

[fol. 2434]

DETACH AND RETURN

City Petaluma State Calif. Date 5-4 1959

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix C (superseding all previous lists captioned Price List Appendix C) effective February 1, 1959, the terms of which are accepted and agreed to.

Hennrich Blocher
WitnessJohn L. Butane
Name of Dealer
By John L. Butane

2434

[fol. 2435]

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to
addressee☐ Show address where
delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

John L. Barton

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Victor L. Barton

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested in item #1)

12-23-58

CSB-18-71942-6 GPO

243✓

[fol. 2436]

THE WHITE MOTOR COMPANY

CLEVELAND 9, OHIO

December 18, 1958

W. O. GRESHAM
Director of
Wholesale Operations

REGISTERED MAIL
RECEIPT REQUESTED

TO ALL DISTRIBUTORS

The White Motor Company, as a result of numerous requests from its selling organization, will, on January 1, 1959, change to a "net price tax included" basis of pricing parts, which means that no federal excise tax will be separately billed on any purchases made by you, on or after January 1, 1959, since any applicable federal excise tax will be included in the billing price.

In computing the parts volume bonus in the past, federal excise taxes billed to you have always been excluded in arriving at the parts volume bonus base. Under this net pricing set-up, the federal excise tax will be included in the billing price and it will be necessary to adjust this amount to remove any excise tax therefrom. This will be accomplished by reducing the total of the net billings includable in the volume bonus base by 6%. (The actual tax add-on factor is 8%; however, the lower reduction figure is being used to allow for tax exempt parts which have no tax add-on.)

Effective January 1, 1959 and for each year thereafter, so long as the "net price tax included" basis of pricing parts is in effect, the "net amount of certain purchases" as presently computed under our contract (including all supplements) with you shall be reduced by 6%, to adjust for the federal excise tax included therein, to arrive at the net amount for the purpose of computing the parts volume bonus.

In the near future we shall revise our Selling Agreement with you; however, until such time, this letter shall constitute a part of our present contract with you.

Will you please sign and return the attached copy acknowledging receipt and acceptance of the above terms.

Very truly yours,

THE WHITE MOTOR COMPANY

W. O. Gresham
W. O. Gresham

Received and Accepted:

John A. B. T...
(Distributor's Name)

W. O. Gresham
(Location)

2436

FOR MORE THAN 25 YEARS THE GREATEST NAME IN

[fol. 2437]

D.S.-4.
10-98

Attached to and made a part of Distributor Selling Agreement between

JOHN L. BOLTANO WHITE TRUCK SALES

AND The White Motor Company

Dated 3/7/55, as heretofore amended

For a valuable consideration moving from each to the other, the above stated parties to said Distributor Selling Agreement hereby agree to amend and to supplement the same as follows:

Article 17 of said Contract, under the caption "Parts Bonus" is hereby deleted and the following new Article 17 is substituted in lieu thereof:

"17. PARTS BONUS Company agrees to allow Distributor a bonus computed on the net amount of certain of his purchases of all classes of new parts referred to above (except tires and tubes) during each calendar year. "Net amount of certain of his purchases" shall mean the total of Company's billing prices to Distributor for the following parts, less any credits for returned purchases and shall not include transportation, labor or other miscellaneous charges:

- a. All such new parts (except tires and tubes) as are shipped to Distributor direct from one or more of the factories of the Company, direct from the factory which manufactured such parts, direct from the Los Angeles, California factory warehouse and, with respect to Freightliner parts, from the Company's Portland, Oregon branch; plus
- b. All such new parts (except tires and tubes) purchased from one or more regional or branch offices of the Company other than as provided in (a) above, to the extent the same shall not exceed 10% of the total annual direct purchases of all such parts (except tires and tubes) from the sources listed in (a) above.

The rate of such bonus shall be 1% where the net amount of said purchases is more than \$1,000 but not more than \$5,000, 2% where it is in excess of \$5,000 but not more than \$10,000, 3% where it is in excess of \$10,000 but not more than \$20,000, 4% where it is in excess of \$20,000 but not more than \$30,000, and 5% where it is in excess of \$30,000. Such bonus shall be payable as soon as practicable after the end of each calendar quarter and payments shall include the accumulated bonus based on all such purchases during the calendar year, less any bonus payments made previously for the calendar year; however, at Company's discretion no bonus accrued as of the end of each quarter shall be paid until Company has received full settlement in cash for all purchases included in the bonus computation."

This Amendment shall be effective as of January 1, 1959.

THE WHITE MOTOR COMPANY

Regional Vice President

Region

Approved

December 15, 1958

Director of Wholesale Operations

Executive Officer and Title

JOHN L. BOLTANO WHITE TRUCK SALES

Name of Distributor

By

John L. Boltano

2437

[fol. 2438]

DETACH AND RETURN

Co. *Petaluma* State *Calif* Date *Jan 1* 1958

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix C superseding all previous lists captioned Price List Appendix C as of March 1, 1958, the terms of which are accepted and agreed to.

Samuel C. Grother *John L. Barlano*
 (Witness) (Distributor)

2438

[fol, 2439]

D.S. - 1
2-58

Supplement to Distributor Selling Agreement between

THE WHITE MOTOR COMPANY

and

J. L. Boitard White Truck Sales

Dated January 2, 1958

It is agreed that the following conditions shall be applicable to the sale of Autocar trucks and Autocar parts by Distributor to any of his key dealers, metropolitan dealers or dealers under the subject Distributor Selling Agreement.

ARTICLE 9 - It is the intent of this supplement that the words "WHITE TRUCKS" and "WHITE PARTS" as they appear in this article shall also embrace "AUTOCAR" trucks and "AUTOCAR" parts.

ARTICLE 10 - The provisions of Article 10 with respect to wholesale overrides on chassis sales to key dealers shall be applicable to the sale of new Autocar trucks, and the wholesale override shall be the amount set forth in the latest issue of the applicable "Distributor Price List - Appendix C".

ARTICLE 23 - Notwithstanding the provisions of Article 23, this Supplement may also be cancelled by either party upon sixty (60) days written notice.

ARTICLE 29 - The duration of this supplement shall be the same as recited in this article, except that it may be cancelled as herein or in the agreement provided.

THE WHITE MOTOR COMPANY

[Signature]
Regional Vice PresidentPacific
Region[Signature]
(Distributor)Approved: March 31 1958
DateBy [Signature]
(Title)[Signature]
Director Wholesale and Retail Operations[Signature]
Executive Officer and Title

Copies Received 4-9-58

DETACH AND RETURN

Cataluma *Belief*

Date 1-2

1958

Received from The White Motor Company, Cleveland, Ohio, dated 1-1-58, Price List A-1, is a copy of the
 copy made by registered Post List A-1, dated November 15, 1957. The terms of A-1 are
 agreed and agreed to

Witness

John L. Butano
 Name of Customer
John L. Butano

2440

[fol. 2441]

DETACH AND RETURN

City *Philadelphia* *Pa.*Date *1-2-*

Noted from The White Motor Company, Cleveland, Ohio, that under Price List Appendix C, Company, all prices are duly expressed Price List & Appendix C, dated 12-15-1915, the terms of which are agreed and agreed to

Witness

John S. Bartow
John S. Bartow

2441

DETACH AND RETURN	
<i>Petaluma</i> , State <i>California</i>	Date <i>1-2</i> 19 <i>57</i>
Received from The White Motor Company, Cleveland Ohio Distributor Price List Appendix A (superseding all previous lists captioned Price List Appendix A) effective November 15, 1956 the terms of which are accepted and agreed to	
<i>Samuel H. Fischer</i> Agent	<i>John A. B. Trenchard</i> District Manager By <i>John J. Britton</i>

[fol. 2443]

DETACH AND RETURN

City - Portland,

Received from The White Motor Company, Inc. the following copy of the Distributor Selling Agreement and all previous amendments thereto, and agreed to:

J. P. Shuler
Signature*J. P. Shuler*
Signature

ARTICLE 1 - It is the intent of this supplement that the words "WHITE TRUCK" as they appear in the Distributor Selling Agreement also include "WHITE FREIGHTLINER" Trucks.

ARTICLE 2 - The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE FREIGHTLINER Trucks.

ARTICLE 5 - The point of delivery shall be Portland, Oregon.

ARTICLE 7 - This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.

ARTICLE 8 - This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.

ARTICLE 10 - This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.

ARTICLE 22 - This article shall include the name "WHITE FREIGHTLINER" and "FREIGHTLINER."

ARTICLE 29 - The duration of this supplement shall be the same as that stated in this Agreement.

SELLING PRICES - DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE FREIGHTLINER Trucks by the Distributor to the Key Dealers and Dealers shall be at current list prices as shown in the latest WHITE FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST - APPENDIX A: The following discounts shall be considered as having been made to Distributor Price List - Appendix A.

Model	Standard Wheelbase	Price at Portland	Discount Allowed	Wholesale Overhead Surcharge to Key Dealers	Service and Profit Allowance to Key Dealers
WF42	114"	17,275.00	15 and 7 1/2%	None	200.00
WF64	134 1/2"	21,075.00	15 and 7 1/2%	None	275.00
WF64T	154"	22,000.00	15 and 7 1/2%	None	275.00

THE WHITE MOTOR COMPANY

Regional Manager
Approved: *J. P. Shuler*
Date: April 1, 1955

Pacific Coast

J. P. Shuler, Jr., President

J. P. Shuler, Jr.
(Signature)
(Title)Sales Manager - Wholesale Division
Secretary
Executive Office and Tele

3449

DETACH AND RETURN

City Petaluma,State CaliforniaDate 3/11957

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix B superseding all previous ones. This Appendix B is effective January 1, 1957, the terms of which are accepted and agreed to.

A. P. Shethan
Witness

JOHN L. BOIANO WHITE TRUCK SALES
Name of Distributor

John L. Boiano

ARTICLE 1 — It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE-FREIGHTLINER" Trucks.

ARTICLE 3 — The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 5 — The point of delivery shall be Portland, Oregon.

ARTICLE 7 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 8 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 10 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 22 — This article shall include the names "WHITE-FREIGHTLINER" and "FREIGHTLINER."

ARTICLE 29 — The duration of this supplement shall be the same as that recited in this Article.

SELLING PRICES — DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE-FREIGHTLINER Trucks by the Distributor to his Key Dealers and Dealers shall be at current list prices as shown in the latest WHITE-FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST — APPENDIX A: The following additions shall be considered as having been made to Distributor Price List — Appendix A.

Model	Standard Wheelbase	Price at Portland	Distributor Discount	Wholesale Overhead Sales to Key Dealers	Service and Handling Allowance Sales to National Accounts
WF42	114"	17,275.00	15 and 7 1/2 %	None	200.00
WF64	194 1/2"	21,075.00	15 and 7 1/2 %	None	275.00
WF64T	154"	22,000.00	15 and 7 1/2 %	None	275.00

THE WHITE-MOTOR COMPANY

John L. Boiano
Regional Manager
Approved: March 7, 1957
Date

John L. Boiano
Sales Manager — Wholesale Division
Executive Officer and Title

JOHN L. BOIANO WHITE TRUCK SALES

(Distributor)
By *John L. Boiano*
(Title)

2450

[fol. 2445]

SUPPLEMENT TO DISTRIBUTOR SELLING AGREEMENT BETWEEN

THE WHITE MOTOR COMPANY

AND

JOHN L. BOITANO WHITE TRUCK SALES

DATED January 1, 1955

is agreed that the following conditions shall be applicable to the purchase and sale of White-Freightliner trucks under the subject Distributor Selling Agreement:

ARTICLE 1 -- It is the intent of this supplement that the words "WHITE AND AUTOCAR TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE-FREIGHTLINER" Trucks.

ARTICLE 3 -- The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 5 -- The point of delivery shall be Portland, Oregon.

ARTICLE 7 -- This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 8 -- This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 10 -- This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 22 -- This article shall include the names "WHITE-FREIGHTLINER" and "FREIGHTLINER."

ARTICLE 29 -- The duration of this supplement shall be the same as that recited in this Article.

PRICE LIST -- APPENDIX A: The following price revisions and additions shall be considered as having been made to Distributor Price List -- Appendix A.

Model	Standard Wheelbase	Price at Portland	Distributor Discount	Wholesale Override Sales to Key Dealers	Service and Handling Allowance Sales to National Accounts
WF42T	115 1/2"	19,050.00	28%	None	200.00
WF64	196"	23,630.00	28%	None	275.00
WF64T	155"	23,365.00	28%	None	275.00
WF5842T	115 1/2"	19,085.00	28%	None	200.00
WF5844T	115 1/2"	22,175.00	28%	None	200.00
WF6542T	115 1/2"	18,740.00	28%	None	200.00
WF6564	196"	23,320.00	28%	None	275.00
WF7564T	156"	23,090.00	28%	None	275.00

THE WHITE MOTOR COMPANY

Regional Manager Pacific Coast Region

Approved: December 26, 1955 Date

Sales Manager - Wholesale Division

Executive Officer and Title Secretary

JOHN L. BOITANO WHITE TRUCK SALES

By John L. Boitano (Title)

2445

[fol. 2446]

DETACH AND RETURN

Freightliner *Self* *Apr 2* 1946
 Received from The White Motor Company, Cincinnati, Ohio, a copy of the Supplement to the Distributor Selling Agreement, dated April 2, 1946, and the same is hereby acknowledged and agreed to.

Phelps
 Witness

John L. Holland White Truck Sales
J. L. Holland
 Sales Manager

- ARTICLE 1 — It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE FREIGHTLINER" Trucks.
- ARTICLE 3 — The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 5 — The point of delivery shall be Portland, Oregon.
- ARTICLE 7 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 8 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 10 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 22 — This article shall include the names "WHITE FREIGHTLINER" and "FREIGHTLINER".
- ARTICLE 29 — The duration of this supplement shall be the same as that recited in this Article.

SELLING PRICES — DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE FREIGHTLINER Trucks by the Distributor to his Key Dealers and Dealers shall be at current list prices as shown in the latest WHITE FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST — APPENDIX A: The following additions shall be considered as having been made to Distributor Price List — Appendix A.

Model	Standard Wheelbase	Price at Portland	Distributor Discount	Wholesale Outside Sales to Key Dealers	Service and Handling Allowance Added to National Allowance
WP42	114"	17,275.00	15 and 7 1/2 %	None	200.00
WP64	194 1/4"	21,075.00	15 and 7 1/2 %	None	275.00
WP64T	154"	22,000.00	15 and 7 1/2 %	None	275.00

THE WHITE MOTOR COMPANY

Phelps Pacific Coast Region
 Regional Manager
 Approved: *April 7, 1946*
 Date

John L. Holland
 Sales Manager — Wholesale Division
John L. Holland Secretary
 Executive Office and Field

JOHN L. HOLLAND WHITE TRUCK SALES

By *John L. Holland*
 (Signature)
 (Title)

2446

[fol. 2447]

DETACH AND RETURN

Albion *July* *1947*

Mr. J. L. Miller

1010 1/2 1st St. N.E.

Albion, Mich.

J. L. Miller

- ARTICLE 1 It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE FREIGHTLINER" Trucks.
- ARTICLE 3 The provisions of Article 3 with respect to adjustment on vehicle deliveries shall be applicable to the sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 5 The point of delivery shall be Portland, Oregon.
- ARTICLE 7 This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 8 This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 10 This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 22 This article shall include the name "WHITE FREIGHTLINER" and "FREIGHTLINER."
- ARTICLE 29 The duration of this supplement shall be the same as that recited in this Article.

SELLING PRICES -- DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE FREIGHTLINER Trucks by the Distributor to his key dealers and Dealers shall be at current list prices as shown in the latest WHITE FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST -- APPENDIX A The following additions shall be considered as having been made to Distributor Price List, Appendix A.

Model	Standard Wheel Base	Price at Portland	Discount	Where no Complete Sales to Key Dealers	Where no Complete Sales to Dealers
WF42	114"	17,275.00	15 and 7 1/2 %	None	200.00
WF64	194 1/2"	21,075.00	15 and 7 1/2 %	None	275.00
WF64T	154"	22,000.00	15 and 7 1/2 %	None	275.00

THE WHITE MOTOR COMPANY

Approved *July 17, 1947*

Regional Manager

Approved

no signature

July 20, 1947

Secretary

JOHN L. MILLER, WHITE TRUCK SALES

By *J. L. Miller*

(Title)

2447

[fol. 2448]

DETACH AND RETURN

C. *Pit. Lane* State *Calif* Date *Apr 2* 1956

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix C effective December 1, 1955, the terms of which are accepted and agreed to.

John L. Bortone
Witness

John L. Bortone
Name of Distributor

J. L. Bortone

ARTICLE 1 — It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE-FREIGHTLINER" Trucks.

ARTICLE 3 — The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 5 — The point of delivery shall be Portland, Oregon.

ARTICLE 7 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 8 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.

ARTICLE 10³ — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 22 — This article shall include the names "WHITE-FREIGHTLINER" and "FREIGHTLINER."

ARTICLE 29 — The duration of this supplement shall be the same as that recited in this Article.

SELLING PRICES — DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE-FREIGHTLINER Trucks by the Distributor to his Key Dealers and Dealers shall be at current list prices as shown in the latest WHITE-FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST — APPENDIX A: The following additions shall be considered as having been made to Distributor Price List — Appendix A.

Model	Standard Wheelbase	Price at Portland	Distributor Discount	Wholesale Override Sales to Key Dealers	Service and Handling Allowance Sales to National Accounts
WF42	114"	17,775.00	15 and 7 1/2 %	None	200.00
WF54	134 1/2"	21,075.00	15 and 7 1/2 %	None	275.00
WF64T	154"	22,000.00	15 and 7 1/2 %	None	275.00

THE WHITE MOTOR COMPANY

John L. Bortone Pacific Coast Region
Regional Manager
Approved: *May 7 1955* Date
no signature
Sales Manager — Wholesale Division
Frank J. ... Secretary
Executive Offices and Title

JOHN L. BORTONE WHITE TRUCK SALES

By *John L. Bortone*
(Signature)
(Title)

2448

[fol. 2449]

DETACH AND RETURN

City Petaluma State Calif Date 1-2-57 1957

Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix B superseding all previous Price Lists. Appendix B is effective November 18, 1956, the terms of which are accepted and agreed to.

Ernest L. Gruber
Witness

John L. Burton White Motor Co.
Distributor
By John L. Burton

2443

[fol. 2450]

DETACH AND RETURN		
City <u>Petaluma</u>	State <u>California</u>	Date <u>1-3-57</u>
<p>Received from The White Motor Company, Cleveland, Ohio, Distributor Price List Appendix C (superseding all previous Price Lists captioned Price List Appendix C) effective November 15, 1956, the terms of which are accepted and agreed to</p>		
<p><u>Frank A. Lister</u> Witness</p>	<p><u>John L. Batens</u> Sales Representative</p>	
	By <u>John L. Batens</u>	

2444

[fol. 2451]

DETACH AND RETURN

City **Fetaluma,** State **California** Date **3/1/55**
 Received from The White Motor Company, Cleveland, Ohio, Distributor Price List, Appendix A, dated January 1, 1955, the terms of which are hereby agreed to.

H.P. Stetler
 Witness

JOHN L. BOITANO WHITE TRUCK SALES
 Name of Distributor

John L. Boitano

- ARTICLE 1 — It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE FREIGHTLINER" Trucks.
- ARTICLE 3 — The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 5 — The point of delivery shall be Portland, Oregon.
- ARTICLE 7 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 8 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 10 — This article shall not apply to the purchase and sale of WHITE FREIGHTLINER Trucks.
- ARTICLE 22 — This article shall include the names "WHITE-FREIGHTLINER" and "FREIGHTLINER."
- ARTICLE 29 — The duration of this supplement shall be the same as that recited in this Article.

SELLING PRICES — DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE FREIGHTLINER Trucks by the Distributor to his Key Dealers and Dealers shall be at current list prices as shown in the latest WHITE FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST — APPENDIX A: The following additions shall be considered as having been made to Distributor Price List — Appendix A.

Model	Standard Wheelbase	Price at Portland	Distributor Discount	Wholesale Override Sales to Key Dealers	Service and Handling Allowance Sales to National Accounts
WF42	114"	17,275.00	15 and 7 1/2 %	None	200.00
WF64	194 1/2"	21,075.00	15 and 7 1/2 %	None	275.00
WF64T	154"	22,000.00	15 and 7 1/2 %	None	275.00

THE WHITE MOTOR COMPANY

Boitano Pacific Coast Region
 Regional Manager
 Approved *April 7, 1955* Date

JOHN L. BOITANO WHITE TRUCK SALES

(Distributor)
 By *John L. Boitano*
 (Title)

no signature
 Sales Manager — Wholesale Division

Paul H. Davis Secretary
 Executive Officer and Title

SUPPLEMENT TO DISTRIBUTOR SELLING AGREEMENT BETWEEN

THE WHITE MOTOR COMPANY

AND

JOHN L. BOITANO WHITE TRUCK SALES

DATED January 1, 19 55

It is agreed that the following conditions shall be applicable to the purchase and sale, of White-Freightliner trucks under the subject Distributor Selling Agreement:

ARTICLE 1 — It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Distributor Selling Agreement also embrace "WHITE-FREIGHTLINER" Trucks.

ARTICLE 3 — The provisions of Article 3 with respect to adjustment on outside deliveries shall be applicable to the sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 5 — The point of delivery shall be Portland, Oregon.

ARTICLE 7 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 8 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 10 — This article shall not apply to the purchase and sale of WHITE-FREIGHTLINER Trucks.

ARTICLE 22 — This article shall include the names "WHITE-FREIGHTLINER" and "FREIGHTLINER."

ARTICLE 29 — The duration of this supplement shall be the same as that recited in this Article.

SELLING PRICES — DISTRIBUTOR TO KEY DEALERS AND DEALERS

The sale price of WHITE-FREIGHTLINER Trucks by the Distributor to his Key Dealers and Dealers shall be at current list prices as shown in the latest WHITE-FREIGHTLINER price book less a discount of 15% and 5%.

PRICE LIST — APPENDIX A: The following additions shall be considered as having been made to Distributor Price List — Appendix A.

Model	Standard Wheelbase	Price at Portland	Distributor Discount	Wholesale Override Sales to Key Dealers	Service and Handling Allowance Sales to National Accounts
WF42	114"	17,275 00	15 and 7 1/2 %	None	200 00
WF64	194 1/2"	21,075 00	15 and 7 1/2 %	None	275 00
WF64T	154"	22,000 00	15 and 7 1/2 %	None	275 00

THE WHITE MOTOR COMPANY

Regional Manager

Pacific Coast Region

Approved:

March 7, 1955
Date

Sales Manager — Wholesale Division

Executive Officer and Title

JOHN L. BOITANO WHITE TRUCK SALES

(Distributor)

By

John L. Boitano
(Title)

[fol. 2453]

CONTRACT CHECK SHEET

☒ Distributor☐ DealerFirm Name John L. Boitano White Truck SalesStreet No. 1 Bridge Street Town Escaluna State California

	Yes	No
1. Contract Properly Signed and Attached <small>(Triplicate - Distributor) (Quaduplicate - Dealer)</small>	<u>X</u>	
2. Price List Appendix "A" <small>NEW and OLD</small> Enclosed (Acknowledgment Signed)	<u>X</u>	
3. Financial Statement in Duplicate (Attached)		
4. Credit Agency Report (Attached)		
5. Photo of Credit Investigation (Attached) <small>(Indicate Floor Plan, Time Sales, Parts Limits, etc.)</small>		
6. Initial Truck Order - Number Ordered ()	--	
7. Initial Parts Order - Amount Ordered (\$)	--	
8. Sales Help Order (Attached) <small>*Credit Manager Will Attach x Not Necessary in Case of Dealer</small>	--	

9. Active General Manager John L. Boitano10. Individual? X Partnership? -- Corporation? --11. Name of Owner, Partners, or Officers and Titles: John L. Boitano, owner.12. Is Building Adequate? Yes Sales Room? -- Service Dept.? Yes Parts Dept.? Yes
Accessory Dept.? Yes Other Lines of Merchandise Handled Reliance trailers.13. Sq. Ft. Available for Truck Service? 6,000 square feet.14. No. Owners in Truck Owner File --15. Total No. Truck Salesmen Agreed Upon? None No. Now Employed? --16. No. Truck Mechanics Agreed Upon? 5 No. Now Employed? 517. Experienced in Truck Business? Yes 18. Makes Previously Sold? --19. Firm Phone No. 2-1008 20. Has Classified Listing in Telephone Directory
Under "White Sales & Service" been arranged? Yes21. Dealers Agreed Upon in Following Towns: (Escaluna)

2453

453

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Direct Key Dealer
SELLING AGREEMENT

WHITE MOTOR WORKS
DIRECT KEY DEALER

1024 Valley Road

NUMBER

Mapa, California

ITY

STATE

The White Motor Company
Cleveland 1, Ohio

27-2

[Vol. 2804]

This agreement made in quadruplicate this 16th day of July, 1956 by and between The White Motor Company, Cleveland, Ohio, hereinafter called "Company," and

REXALL MACHINE WORKS

As Individual of Napa, Napa, California
Company of City County State
 A. Company

hereinafter called "Direct Key Dealer," witnesseth:

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SELLING PRIVILEGE AND TERRITORY:

Direct Key Dealer is hereby granted the exclusive right, except as hereinafter provided, to sell, during the life of this agreement, in the territory described below, White trucks purchased from Company hereunder.

City of Napa - except the sale of fire truck chassis to the State of California and
 (Description of territory)

all political subdivisions thereof.

MERCHANDISING AGREEMENT

Direct Key Dealer agrees to develop the aforementioned territory to the satisfaction of Company, and not to sell any trucks purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms, or corporations having a place of business and/or purchasing headquarters in said territory.

Direct Key Dealer agrees not to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation, nor to sell such trucks to any Federal or State government or any department, or political subdivision thereof, unless the right to do so is specifically granted by Company in writing. (Company Branches, Company approved distributors, direct dealers and distributor's key dealers and dealers are excepted throughout this paragraph.) Direct Key Dealer further agrees to maintain a sales room and service station adequate for the sale and servicing of White trucks in said territory and to purchase and display conspicuously about his place of business the authorized White sales and service signs.

ADJUSTMENT ON OUTSIDE DELIVERIES

Direct Key Dealer agrees that should any new White Truck sold and delivered by him, be first registered and/or placed in initial service within the territory of another of Company's distributors, direct key dealers or direct dealers, to pay to such other distributor, direct key dealer or direct dealer an adjustment on each such truck, provided he shall have received from such other distributor, direct key dealer or direct dealer written notice of claim for adjustment within sixty (60) days after date of delivery into the other distributor's, direct key dealer's or direct dealer's territory, the amount of such adjustment to be that specified in the latest issue of the applicable Direct Key Dealer's Price List—Appendix A, or "Price List—Appendix B."

STOCKING NEW TRUCKS

Direct Key Dealer agrees to purchase and keep on display at all times a representative stock of White trucks in keeping with the potential of the above described territory, the quantity and models to be determined by mutual agreement. Company, however, will not ship any chassis to Direct Key Dealer except on Direct Key Dealer's specific order.

PRICES, DISCOUNTS AND TERMS

Company agrees to sell to Direct Key Dealer at Company's factory at Cleveland, Ohio, new White truck standard chassis including standard equipment and a reservoir mounted thereon, for cash in full at the respective prices and subject to the discounts, terms and provisions set forth in or at the Direct Key Dealer net prices and subject to the terms and provisions set forth in Direct Key Dealer's Price List—Appendix A, "Price List—Appendix B," and the latest issue of Company's sales handbook, all of which are subject to change without advance notice. The "Price List—Appendix A," and "Price List—Appendix B," will be issued by Company from time to time and the latest issue thereof shall become and be a part of this agreement. Net prices will be increased by a flat charge to cover delivery costs from Cleveland, Ohio, to point of delivery, by the amount of manufacturers preparation charge as shown in price lists, and by all sales gross receipts, consumption, excise and any and all special taxes of whatever kind levied on the trucks sold and in effect as of date of delivery, or in any way collectible or payable by Company with respect thereto. Company agrees to furnish Direct Key Dealer itemized invoices for all chassis and equipment purchased hereunder, such invoices to show separately the selling prices of the chassis, bodies, lights, and equipment.

7804

PRICE PROTECTION

Should Company receive notice of a price reduction on any of the items listed in the Direct Key Dealer's order, the dealer shall be entitled to a refund of the difference between the price paid by the dealer and the price of the item as reduced, provided the refund is claimed within 60 days after the date of the price reduction. The refund shall be paid by Company within 60 days after the date of the price reduction.

Direct Key Dealer

Should Company receive notice of a price reduction on any of the items listed in the Direct Key Dealer's order, the dealer shall be entitled to a refund of the difference between the price paid by the dealer and the price of the item as reduced, provided the refund is claimed within 60 days after the date of the price reduction. The refund shall be paid by Company within 60 days after the date of the price reduction.

The production by the dealer of a receipt for the purchase of the item in question, together with a statement of the price paid by the dealer, shall constitute sufficient proof for the refund.

ADVERTISING ACCOUNT

Direct Key Dealer's account for advertising shall be credited or returned to him.

RETAIL DELIVERY REPORT

Direct Key Dealer shall submit a report of the retail delivery of the items listed in the order to the Company within 60 days following the date of delivery of the items. The report shall be submitted in a form prescribed by the Company.

SALES UNACCEPTABLE TO DIRECT KEY DEALER

Dealers to discount service and handling allowance on orders which are returned to the dealer for any reason.

NATIONAL ACCOUNT AND GOVERNMENT SALES

except as hereinafter provided

SERVICE AND HANDLING ALLOWANCE ON NATIONAL ACCOUNTS

An amount which shall be paid to the Direct Key Dealer for the service and handling of the items listed in the order. The amount shall be paid by the Company within 60 days after the date of delivery of the items. The amount shall be paid to the Direct Key Dealer in the form of a check or money order.

PARTS SALES TO NATIONAL AND FLEET ACCOUNTS**PARTS SALES AND DISCOUNTS**

Company will sell to Direct Key Dealer new White parts and accessories listed in Company's latest price and parts books at the prices and discounts set forth in the books as provided in the aforementioned Price List-Accumulator. Direct Key Dealer agrees to accept the same discounts on parts and accessories as set forth in the books on all parts and accessories listed in the books.

2805

[fol. 2806]

accessories to properly service White trucks operating in Direct Key Dealers territory, the quantity to be determined by mutual agreement. Direct Key Dealer further agrees not to sell or use in the repair of White trucks, parts not manufactured, engineered or approved by Company.

RETURN OF PARTS

Direct Key Dealer may return White parts to Company on the conditions, however, that they were purchased from Company; that they are new, unused, current and in good condition; that Direct Key Dealer has submitted to Company a list of such parts he desires to return, that Company shall, as promptly as possible, notify Direct Key Dealer as to the parts on said list, if any, which Company will accept; that transportation charges be prepaid on the return of such parts; that Direct Key Dealer shall have complied with the requirements of Company in maintaining a stock of parts, and that in the return of any such goods Direct Key Dealer shall fully comply with all Bulk Sales and other laws applicable thereto. Company shall accept those parts meeting the above conditions and credit the Direct Key Dealer with an amount equal to Direct Key Dealer's net cost, adjusted on the then current prices of such parts but less a charge of 7% to cover the Company's cost of handling. Those parts not meeting the above conditions will be held by Company for fifteen (15) days subject to Direct Key Dealer's order for disposition. Upon failure of Direct Key Dealer to order disposition within that time, Company may make such disposition thereof as it sees fit without liability to Direct Key Dealer for payment in any amount whatsoever.

NON-STANDARD ORDERS

No order accepted by Company for products not manufactured by Company or not of standard specifications shall be subject to cancellation or return by Direct Key Dealer without Company's express consent.

WARRANTY

New White trucks purchased hereunder are subject to the standard warranty of Company set forth in "Price List—Appendix A," and "Price List—Appendix B," and no other warranty or guaranty, express or implied by law or otherwise, is authorized or shall apply to the same.

DIRECT KEY DEALER**NOT COMPANY'S AGENT**

It is not the intent that Direct Key Dealer possess any authority or power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Company or make promises or representations relative to the products of Company, other than contained in the standard warranty of Company.

USE OF NAME

The exclusive right to and use of, and the good will attached to, the marks and words "White," "White Motor," "White Sales," and "White Service" and any combination thereof, with reference to motor vehicles and parts and accessories thereof, are reserved to Company and Direct Key Dealer agrees that he will, upon termination of this agreement or at any time upon demand of Company, discontinue, cease and desist from the use and/or display of these words.

RIGHT OF CANCELLATION

This agreement and any renewal or extension thereof may be cancelled and terminated as below provided:

- (a) By mutual consent the parties hereto may at any time cancel and terminate this agreement forthwith.
- (b) Either party hereto, except as provided in paragraphs (c) and (d) below, may cancel and terminate this agreement by giving the other party sixty (60) days written notice of intention so to cancel.
- (c) In the event this agreement is the first White Selling Agreement entered into between Company and Direct Key Dealer, and if Direct Key Dealer, since the effective date of this agreement, shall have been actively engaged in the merchandising of the Company's products in accordance with the terms, conditions and provisions of this agreement, the Company agrees that it will not exercise its right to cancel and terminate this agreement, pursuant to the provisions of paragraph (b) above, at any time during the first twelve (12) months period following the effective date of this agreement.
- (d) Notwithstanding the provisions of paragraphs (b) and (c) next preceding, Company may, at its option, cancel and terminate this agreement at any time without any notice whatsoever to Direct Key Dealer in case Direct Key Dealer is a co-partnership or a corporation and disagreements of any nature shall arise between members of the co-partnership or the officers, stockholders or managers of the corporation whereby Company deems its interests may be imperiled; or in case of the incapacity, death or insolvency of Direct Key Dealer; or in case an application is made to have Direct Key Dealer declared bankrupt; or in case a receiver or trustee is appointed for Direct Key Dealer; or in case Direct Key Dealer makes an assignment for the benefit of creditors; or in case of breach of this agreement on the part of Direct Key Dealer; or in case Direct Key Dealer or any of its officers or managers shall be convicted under any criminal laws (either State or Federal); or in case Direct Key Dealer or any of its officers or managers shall convert any property or embezzle any money either of third parties, or of Direct Key Dealer in the case of officers or managers; or in case Direct Key Dealer fails to secure a dealer's license or a renewal thereof in those states requiring dealers' licenses.

TERMINATION OF AGREEMENT

Cancellation or termination of this agreement will not release Direct Key Dealer from payment of any sum then owing to Company, nor from payment for trucks or equipment for same or parts ordered by Direct Key Dealer and not delivered to him prior to termination of notice of cancellation.

2806

[fol. 2807]

RIGHT TO REPURCHASE

Upon termination of this agreement by Company, Company agrees, (except with respect to the products referred to in article captioned "Non Standard Orders"), to purchase from Direct Key Dealer and Direct Key Dealer agrees to sell to Company within twenty (20) days after such termination:

- (a) All new and unused White truck chassis in good condition then owned by Direct Key Dealer and purchased by him from Company during the six (6) months next preceding Company's notice of cancellation at Direct Key Dealer's net cost including transportation charges paid to Company.
- (b) All parts and accessories then owned by Direct Key Dealer which in Company's opinion are new, unused, undamaged and in marketable condition at time and place of acceptance by Company and which were purchased by Direct Key Dealer from Company for use on White chassis erected within a five year period next preceding Company's notice of cancellation, at Direct Key Dealer's net cost (adjusted on the then current prices of such parts), exclusive of transportation charges, and less a charge of 2% to cover Company's expense of handling.

Upon cancellation and termination of this agreement by Direct Key Dealer, or by natural expiration, or by mutual consent of the parties hereto, Company shall have the right and option to repurchase from Direct Key Dealer within twenty (20) days after the effective date of such cancellation and termination, any or all White truck chassis and parts then owned by Direct Key Dealer, at the same prices specified in paragraphs (a) and (b) next preceding.

PERFORMANCE OF AGREEMENT

It is understood and agreed that performance of this agreement by Company and the fulfillment of orders accepted hereunder are subject to strikes, accidents, fire, delays of transportation, commandeering of Company's factory and delays of subcontractors due to such causes, and also to requirements of and orders accepted by Company from duly constituted public authorities and other contingencies beyond Company's control, and that Company shall have the full right at its discretion to reject, wholly or in part any order or specification for goods from Direct Key Dealer. In no case shall Company be liable for damage or loss sustained by Direct Key Dealer because of failure to deliver on or before stipulated delivery date. It is further understood and agreed that full performance of this agreement by Direct Key Dealer is a condition precedent to performance thereof by Company, and that any failure by Company to enforce or to require performance by Direct Key Dealer of any provision of this agreement or to exercise any option herein granted, shall in no way affect the validity of this agreement or impair the right of Company later on to enforce any such provision or exercise any such option. //

ENTIRETY

All negotiations, correspondence and memoranda passing between the parties hereto with reference to the subject matter of this agreement are merged in this agreement, which cancels and supercedes all prior agreements between the parties hereto and constitutes the entire and only agreement between them with reference to said subject matter. This agreement may be altered, modified, or abridged only by written instrument duly executed by an Executive Officer of Company at Cleveland, Ohio, and no transfer of same or of any claim arising hereunder may or can be made without written consent from Company.

SEPARABILITY

It is intended that this agreement shall not be in unlawful violation of any valid applicable laws now or hereafter from time to time in effect in any country, state or jurisdiction and that should any provision herein in anywise contravene said laws, this agreement shall be considered divisible as to such provision and the remainder of the agreement valid and binding as though such provision were not included therein.

DURATION OF AGREEMENT

Company shall not be bound on this agreement until it shall have been approved by an Executive Officer of Company. It shall then be effective on and as of the 1st day of April 1936 and continue in effect, subject to the right of cancellation set forth above, until the end of the calendar year then current. Continuation of regular dealings between the parties hereto after the end of such calendar year shall extend this agreement for the next succeeding calendar year, and so on from year to year, subject always to the right of cancellation set forth above.

THE WHITE MOTOR COMPANY

Regional Manager

Approved

Sales Manager - Wholesale Division

Executive Officer and Title

By

REGALL MACHINE WORKS

Name of Direct Key Dealer

If

Direct Key Dealer is:

INDIVIDUAL - Sign his personal name only

INDIVIDUAL OPERATING UNDER TRADE NAME - Sign trade

name and Direct Key Dealer should sign personal name under-

neath.

PARTNERSHIP - Sign partnership name and all partners should

sign underneath.

CORPORATION - Sign corporate name and underneath a signature of

authorized officer (President, Secretary, Treasurer) with designation of title.

INSTRUCTIONS

2807

[fol. 2808]

DETACH AND RETURN			
City <i>Napa</i>	State <i>Calif.</i>	Date <i>Mar 21</i>	1958
Received from The White Motor Company, Cleveland, Ohio, Direct Key Dealer Price List Appendix A (superseding all previous lists) effective January 10, 1958, the terms of which are accepted and agreed to			
Witness		By <i>Ryalia M. H. H. H.</i> <i>E. L. Ryalia</i> Direct Key Dealer	

DETACH AND RETURN			
City <i>Napa</i>	State <i>Calif.</i>	Date <i>Mar 21</i>	1958
Received from The White Motor Company, Cleveland, Ohio, Direct Key Dealer Price List Appendix B (superseding all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to			
Witness		By <i>Ryalia M. H. H. H.</i> <i>E. L. Ryalia</i> Direct Key Dealer	

DETACH AND RETURN			
City <i>Napa</i>	State <i>Calif.</i>	Date <i>Mar 21</i>	1958
Received from The White Motor Company, Cleveland, Ohio, Direct Key Dealer Price List Appendix C (effective February 1, 1958) the terms of which are accepted and agreed to			
Witness		By <i>Ryalia M. H. H. H.</i> <i>E. L. Ryalia</i> Direct Key Dealer	

2808

[fol. 2809]

D.K.D.S. - 1

Supplement to Direct Key Dealer Selling Agreement
between

THE WHITE MOTOR COMPANY

and

Carl L. Rogalia
Direct Key Dealer

Dated

19 *58*

It is agreed that the following conditions shall be applicable to the purchase and sale of Autocar trucks and Autocar parts under the subject Direct Key Dealer Selling Agreement:

SELLING PRIVILEGE
AND TERRITORY:

It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Direct Key Dealer Selling Agreement also embrace "AUTOCAR" trucks.

ADJUSTMENT ON
OUTSIDE DELIVERIES:

The provisions of this article with respect to adjustments on outside deliveries shall be applicable to the sale of AUTOCAR trucks, and the adjustment shall be the amount set forth in the latest issue of the applicable "Direct Key Dealer Price List--Appendix C".

PRICES, DISCOUNTS
AND TERMS:

The point of delivery shall be Exton, Pennsylvania, and the prices, discounts and terms shall be as set forth in the latest issue of the applicable "Direct Key Dealer Price List--Appendix C". The said Direct Key Dealer Selling Agreement and this supplement shall cover only such models of AUTOCAR trucks as are set forth in the latest issue of the applicable "Direct Key Dealer Price List--Appendix C".

ADVERTISING
ACCOUNT:

The provisions of this article shall apply to the purchase of AUTOCAR trucks.

SALES UNACCEPTABLE
TO DIRECT KEY DEALER:

The provisions of this article shall apply to the sale of AUTOCAR trucks.

SERVICE AND
HANDLING ALLOWANCE
ON NATIONAL ACCOUNTS:

The provisions of this article shall apply to the sale of AUTOCAR trucks. The service and handling allowance on sales of AUTOCAR trucks to National Accounts shall be as set forth in the latest issue of the applicable "Direct Key Dealer Price List--Appendix C".

PARTS SALES
AND DISCOUNTS:

It is the intent of this supplement that the words "WHITE Parts and Accessories" as they appear in this article of the Direct Key Dealer Selling Agreement also embrace "AUTOCAR" parts and accessories. "AUTOCAR" parts sales and discounts shall be those outlined in the latest issue of the applicable "Direct Key Dealer Price List--Appendix C".

[fol. 2810]

WHOLESALE APPOINTMENT NOTICE

10/10/56

Region Pacific Coast (94) Branch San Francisco Type of Contract Direct Key Dealer
 Firm Name Regalia Machine Works Contract Effective 4-1-56
 Address 1024 Vallejo Road St. Napa City California State
 Owner P. O. Box 97 E. L. Regalia

Exceptions to Standard Agreement

✓	COPIES	✓	REMARKS TO DEPARTMENTS
	Advertising Dept.		C. I. T.
	Branch Accounting Dept.		G. C. Frank
	Credit Dept.		E. F. Beate
	Field Service Dept.		G. W. Williams
	Printing Dept.		W. L. Papia
	Service Sales Division		Geo. H. Scruggs
	Mailing Dept.		
	Traffic Dept.		
	Sales Training Dept.		

PLEASE NOTE: The above account has been recontracted as a Direct Key Dealer.

Formerly a Key Dealer under: Oakland White Truck Sales - Oakland, California

ALSO NOTE: P. O. Box #

DETACH AND RETURN

City Napa State California Date 7-16 19 56

Received from The White Motor Company, Cleveland, Ohio, Direct Key Dealer Price List Appendix A
 effective November 15, 1955, the terms of which are accepted and agreed to

Witness

REGALIA MACHINE WORKS

Direct Key Dealer

E. L. Regalia
 P. O. Box 97

DETACH AND RETURN

City Napa State California Date 7-16 19 56

Received from The White Motor Company, Cleveland, Ohio, Direct Key Dealer Price List Appendix B
 effective November 15, 1955, the terms of which are accepted and agreed to

Witness

REGALIA MACHINE WORKS

Direct Key Dealer

E. L. Regalia
 P. O. Box 97

[fol. 2845]

PLAINTIFF'S EXHIBIT (EDGERTON) 21



Direct Dealer
SELLING AGREEMENT

THIS AGREEMENT IS MADE THIS _____ DAY OF _____ 19____
BETWEEN THE WHITE MOTOR COMPANY, INC., A CORPORATION OF OHIO,
DIRECT DEALER

OF THE WHITE MOTOR COMPANY,
NUMBER _____

STREET

CLEVELAND, OHIO
CITY _____

STATE _____

The White Motor Company
Cleveland 1, Ohio

Y. 115

[Vol. 2846]

This agreement made in quadruplicate this 1st day of January, 19 55, by and between The White Motor Company, Cleveland, Ohio, hereinafter called "Company," and

Harold Anderson Individual of Illmar County Minnesota State
AN Individual
A ~~Company~~ of Illmar County Minnesota
A ~~Company~~ hereinafter called "Direct Dealer," witnesseth:

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:
SELLING PRIVILEGE AND TERRITORY: Direct Dealer is hereby granted the exclusive right, except as hereinafter provided, to sell, during the life of this agreement, in the territory described below, White trucks purchased from Company hereunder.

In the counties of Kasshomi and Vecker in the state of Minnesota
(description of territory)

MERCHANDISING AGREEMENT Direct Dealer agrees to develop the aforementioned territory to the satisfaction of Company, and not to sell any trucks purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms, or corporations having a place of business and/or purchasing headquarters in said territory.

Direct Dealer agrees not to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation, nor to sell such trucks to any Federal or State government or any department, or political subdivision thereof, unless the right to do is specially granted by Company in writing. (Company literature, Company approved distributors, direct dealers and distributor's key dealers and dealers are excepted throughout this paragraph.) Direct Dealer further agrees to maintain a sales room and service station adequate for the sale and servicing of White trucks in said territory and to purchase and display conspicuously about his place of business the authorized White sales and service sign.

ADJUSTMENT ON OUTSIDE DELIVERIES Direct Dealer agrees that should any new White truck sold and delivered by him be first registered and or placed in initial service within the territory of another of Company's distributors, direct key dealers or direct dealers, to pay to such other distributor, direct key dealer or direct dealer an adjustment on each such truck, provided he shall have received from such other distributor, direct key dealer or direct dealer written notice of claim for adjustment within sixty (60) days after date of delivery into the other distributor's, direct key dealer's or direct dealer's territory, the amount of such adjustment to be that specified in the latest issue of the applicable Direct Dealer "Price List—Appendix A," or "Price List—Appendix B."

STOCKING NEW TRUCKS Direct Dealer agrees to purchase and keep on display at all times a representative stock of White trucks in keeping with the potential of the above described territory, the quantity and models to be determined by mutual agreement. Company, however, will not ship any chassis to Direct Dealer except on Direct Dealer's specific order.

PRICES, DISCOUNTS AND TERMS Company agrees to sell to Direct Dealer at Company's factory at Cleveland, Ohio, new White truck standard chassis, including standard equipment and accessories mounted thereon, for cash in full at the respective prices and subject to the discounts, terms and provisions or at the Direct Dealer net prices and subject to the terms and provisions set forth in Direct Dealer "Price List—Appendix A," "Price List—Appendix B," and the latest issue of Company's Sales Handbook, all of which are subject to change without advance notice. The "Price List—Appendix A," and "Price List—Appendix B" will be issued by Company from time to time and the latest issue thereof shall become a part of this agreement. Net prices will be increased by a flat charge to cover delivery costs from Cleveland, Ohio, to point of delivery, by the amount of manufacturer's preparation charge as shown in price lists, and by all sales, gross receipts, consumption, excise and any and all special taxes of whatever kind levied on the trucks so sold and in effect as of date of delivery, or in any way collectible or payable by Company with respect thereto. Company agrees to furnish Direct Dealer itemized invoices for all chassis and equipment purchased hereunder, such invoices showing separately the selling prices of the chassis, bodies, cabs, and equipment.

2846

[fol. 2847]

PRICE PROTECTION

In the event Company reduces the price of any truck which is in the stock of Direct Dealer and a new model is introduced and sold, and was purchased by Direct Dealer from Company during the preceding month and preceding month, Company shall refund or credit to Direct Dealer the difference between the price paid by Direct Dealer to Company and the price he would have paid after such reduction, provided, however, written claim for such refund or credit, supported by evidence satisfactory to Company, is received by it from Direct Dealer within twenty (20) days after the effective date of such price reduction. In case of trucks purchased by Direct Dealer under a cash receipt or similar instrument, Company reserves the right to pay such difference in price to the holder thereof instead of to the Direct Dealer.

Should Company increase the prices on any of its current truck models, Direct Dealer may, within five (5) days from receipt of notice of such increase, cancel all unshipped orders previously placed by him for trucks affected by the change, excepting orders as referred to below in Article captioned "Non Standard Orders."

The production by Company of a new truck model or series of models, different from any previously sold to Direct Dealer, regardless of price, shall not constitute a change in price within the meaning of this provision.

ADVERTISING ACCOUNT

Direct Dealer agrees to pay in addition to all other charges, the sum of \$15.00 for each White truck purchased hereunder. To this fund Company shall also contribute the sum of \$7.50 for each truck sold. The fund hereunder shall be administered by Company to cover the cost of such advertising as may be incurred in the judgment of Company which must effectively stimulate or promote the sale of White products. Upon termination of this agreement, the unspent portion of Direct Dealer's payments into said fund shall be returned or credited to him.

RETAIL DELIVERY REPORT

Direct Dealer agrees to provide Company with a "Retail Delivery Report" in form supplied by Company, said report to be completely and accurately filled in and mailed to Company within five (5) days following the date of delivery of each new White truck by Direct Dealer to a retail purchaser.

SALES UNACCEPTABLE TO DIRECT DEALER

In the event Direct Dealer has an opportunity to sell a White truck on terms and conditions unacceptable to him, Company, upon being so notified by Direct Dealer, may itself handle such sale direct and compensate Direct Dealer as may be mutually agreed upon, it being understood and agreed that in all such cases all rights and claims of Direct Dealer to discount, service and handling allowance or otherwise will be automatically waived and released.

NATIONAL ACCOUNT AND GOVERNMENT SALES

Company reserves the right to sell direct in the above described territory, to any firm, corporation or subsidiary of the latter designated by Company as a "National Account," as well as to the Federal, State or any State Government or any department or political subdivision thereof, without any obligation whatever on the part of Company to Direct Dealer except as set out hereinafter provided.

SERVICE AND HANDLING ALLOWANCE ON NATIONAL ACCOUNTS

In the event Company sells any new White truck direct on and "Price List—Appendix A" or "Price List—Appendix B" direct to an individual, firm or corporation designated by Company as a "National Account" (which classification does not include the Federal, State Government or any department or political subdivision thereof) and such truck is first registered and/or placed in initial service within the above described territory, Company, agreed upon the conditions below stated, to pay to Direct Dealer on each new truck delivered an amount which shall be called "Service and Handling Allowance." The amount of the Service and Handling Allowance shall be that determined for each model of new White truck listed on "Price List—Appendix A" or "Price List—Appendix B." It being understood that such direct deliveries are subject to no further discount or commission or otherwise. Such "Service and Handling Allowance" shall be paid to Direct Dealer in cash or credited to his account as Company may elect, provided that Direct Dealer agrees to cooperate with Company in developing such national account business to the fullest extent that in each case Direct Dealer shall have established local contact with the customers to whom such deliveries are made and or shall have performed all functions of delivery, conditioning, approval or to the satisfaction of Company, and that written claim for such allowance shall be filed with Company within thirty (30) days after the delivery of such chassis into Direct Dealer's territory.

PARTS SALES TO NATIONAL AND FLEET ACCOUNTS

Direct Dealer agrees to extend to firms and corporations, and subdivisions of the latter designated by Company as "National Accounts" or "Fleet Accounts," and to the Federal and State Governments and departments and political subdivisions thereof, the same discounts on parts and accessories as authorized and allowed them by Company.

PARTS SALES AND DISCOUNTS

Company will sell to Direct Dealer new White parts and accessories listed in Company's latest retail parts book at the prices and discounts and on the terms and conditions, as provided in the aforementioned parts book. Direct Dealer agrees to purchase from Company and maintain at all times an adequate stock of new White truck parts and accessories to

2847

[fol. 2848]

properly service White trucks operating in Direct Dealer's territory; the quantity to be determined by mutual agreement. Direct Dealer further agrees not to sell or use in the repair of White trucks, parts not manufactured, engineered or approved by Company.

RETURN OF PARTS Direct Dealer may return White parts to Company on these conditions, however: that they were purchased from Company; that they are new, unused, current and in good condition; that Direct Dealer has submitted to Company a list of such parts he desires to return; that Company shall, as promptly as possible, notify Direct Dealer as to the parts on said list of any, which Company will accept; that transportation charges be prepaid on the return of such parts; that Direct Dealer shall have complied with the requirements of Company in maintaining a stock of parts; and that on the return of any such goods Direct Dealer shall fully comply with all Bulk Sales and other laws applicable thereto. Company shall accept those parts meeting the above conditions and credit the Direct Dealer with an amount equal to Direct Dealer's net cost, adjusted on the then current prices of such parts but less a charge of 7% to cover the Company's cost of handling. Those parts not meeting the above conditions will be held by Company for fifteen (15) days subject to Direct Dealer's order for disposition. Upon failure of Direct Dealer to order disposition within that time, Company may make such disposition thereof as it sees fit without liability to Direct Dealer for payment in any amount whatsoever.

NON-STANDARD ORDERS No order accepted by Company for products not manufactured by Company or not of standard specifications shall be subject to cancellation or return by Direct Dealer without Company's express consent.

WARRANTY New White trucks purchased hereunder are subject to the standard warranty of Company set forth in "Price List—Appendix A" and "Price List—Appendix B," and no other warranty of guaranty, express or implied by law or otherwise, is authorized or shall apply to the same.

DIRECT DEALER NOT COMPANY'S AGENT It is not the intent that Direct Dealer possess any authority or power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Company or make promises or representations relative to the products of Company other than contained in the standard warranty of Company.

USE OF NAME The exclusive right to and use of, and the good will attached to, the marks and words "White," "White Motor," "White Sales," and "White Service" and any combination thereof, with reference to motor vehicles and parts and accessories therefor, are reserved to Company and Direct Dealer agrees that he will, upon termination of this agreement or at any time upon demand of Company, discontinue, cease and desist from the use and/or display of these words.

RIGHT OF CANCELLATION This agreement and any renewal or extension thereof may be cancelled and terminated as below provided.

- (a) By mutual consent the parties hereto may at any time cancel and terminate this agreement forthwith.
- (b) Either party hereto, except as provided in paragraphs (c) and (d) below, may cancel and terminate this agreement by giving the other party sixty (60) days written notice of intention so to cancel.
- (c) In the event this agreement is the first White Selling Agreement entered into between Company and Direct Dealer, and if Direct Dealer, since the effective date of this agreement, shall have been actively engaged in the merchandising of the Company's products in accordance with the terms, conditions and provisions of this agreement, the Company agrees that it will not exercise its right to cancel and terminate this agreement, pursuant to the provisions of paragraph (b) above, at any time during the first twelve (12) months period following the effective date of this agreement.
- (d) Notwithstanding the provisions of paragraphs (b) and (c) next preceding, Company may, at its option, cancel and terminate this agreement at any time without any notice whatsoever to Direct Dealer in case Direct Dealer is a co-partnership or a corporation and disagreements of any nature shall arise between members of the co-partnership or the officers, stockholders or managers of the corporation whereby Company deems its interests may be imperiled; or in case of the incapacity, death or insolvency of Direct Dealer; or in case an application is made to have Direct Dealer declared bankrupt; or in case a receiver or trustee is appointed for Direct Dealer; or in case Direct Dealer makes an assignment for the benefit of creditors; or in case of breach of this agreement on the part of Direct Dealer; or in case Direct Dealer or any of its officers or managers shall be convicted under any criminal laws (either State or Federal); or in case Direct Dealer or any of its officers or managers shall convert any property or embezzle any money either of third parties, or of Direct Dealer in the case of officers or managers; or in case Direct Dealer fails to secure a dealer's license or a renewal thereof in those states requiring dealers' licenses.

TERMINATION OF AGREEMENT

Cancellation or termination of this agreement will not release Direct Dealer from payment of any sum then owing to Company, nor from payment for trucks or equipment for same or parts ordered by Direct Dealer and not delivered to him prior to termination of notice of cancellation.

2848

[fol. 2849]

RIGHT TO REPURCHASE

Upon termination of this agreement by Company, Company agrees, (except with respect to the products referred to in article captioned "Non-Standard Orders"), to purchase from Direct Dealer and Direct Dealer agrees to sell to Company within twenty (20) days after such termination:

- (a) All new and unused White truck chassis in good condition then owned by Direct Dealer and purchased by him from Company during the six (6) months next preceding Company's notice of cancellation at Direct Dealer's net cost including transportation charges paid to Company.
- (b) All parts then owned by Direct Dealer which in Company's opinion are new, unused, undamaged and in marketable condition at time and place of acceptance by Company and which were purchased by Direct Dealer from Company for use on White chassis erected within a five-year period next preceding Company's notice of cancellation, at Direct Dealer's net cost (as ascertained on the then current prices of such parts), exclusive of transportation charges, and less a charge of 7% to cover Company's expense of handling.

Upon cancellation and termination of this agreement by Direct Dealer, or by natural expiration, or by mutual consent of the parties hereto, Company shall have the right and option to repurchase from Direct Dealer within twenty (20) days after the effective date of such cancellation and termination, any or all White truck chassis and parts then owned by Direct Dealer, at the same prices specified in paragraphs (a) and (b) next preceding.

PERFORMANCE OF AGREEMENT

It is understood and agreed that performance of this agreement by Company and the fulfillment of orders accepted hereunder are subject to strikes, accidents, fire, delays of transportation, commandeering of Company's factory and delays of subcontractors due to such causes, and also to requirements of and orders accepted by Company from duly constituted public authorities and other contingencies beyond Company's control, and that Company shall have the full right at its discretion to reject, wholly or in part any order or specification for goods from Direct Dealer. In no case shall Company be liable for damage or loss sustained by Direct Dealer because of failure to deliver on or before stipulated delivery date. It is further understood and agreed that full performance of this agreement by Direct Dealer is a condition precedent to performance thereof by Company, and that any failure by Company to enforce or to require performance by Direct Dealer of any provision of this agreement or to exercise any option herein granted, shall in no way affect the validity of this agreement or impair the right of Company later on to enforce any such provision or exercise any such option.

ENTIRETY

All negotiations, correspondence and memoranda passing between the parties hereto with reference to the subject matter of this agreement are merged in this agreement, which cancels and supersedes all prior agreements between the parties hereto and constitutes the entire and only agreement between them with reference to said subject matter. This agreement may be altered, modified, or abridged only by written instrument duly executed by an Executive Officer of Company at Cleveland, Ohio, and no transfer of same or of any claim arising hereunder may or can be made without written consent from Company.

SEPARABILITY

It is intended that this agreement shall not be in unlawful violation of any valid applicable laws now or hereafter from time to time in effect in any country, state or jurisdiction and that should any provision herein in any wise contravene said laws, this agreement shall be considered divisible as to such provision and the remainder of the agreement valid and binding as though such provision were not included therein.

DURATION OF AGREEMENT

Company shall not be bound on this agreement until it shall have been approved by an Executive Officer of Company. It shall then be effective on and as of the 1st day of JANUARY 19 55, and continue in effect, subject to the right of cancellation set forth above, until the end of the calendar year then current. Continuation of regular dealings between the parties hereto after the end of such calendar year shall extend this agreement for the next succeeding calendar year, and so on from year to year, subject always to the right of cancellation set forth above.

THE WHITE MOTOR COMPANY

L.B. Luttrell Central
Regional Manager Region

Approved: May 18 19 55

H.O. Greenham
Sales Manager—Wholesale Division

Paul J. ...
Executive Officer and Title

James ...
Assistant Secretary

By *Harold Anderson* d/b/a *Harold Anderson Garage*
Name of Direct Dealer

Harold E. Anderson

INSTRUCTIONS

- If Direct Dealer is:
AN INDIVIDUAL: He should sign his personal name only.
AN INDIVIDUAL OPERATING UNDER TRUSTE NAME: He should sign the name of the trust and his personal name beneath it.
A PARTNERSHIP: Sign partnership name and personal signature of all partners to reach it.
A CORPORATION: Sign corporate name by an authorized officer (President, Secretary, Treasurer or designation of title).

2849

[fol. 2850]

D.D.S. - 1

Supplement to Direct Dealer Selling Agreement
between

THE WHITE MOTOR COMPANY

and

Harold Anderson Carazo

Direct Dealer

Dated February 1, 1958

It is agreed that the following conditions shall be applicable to the purchase and sale of Autocar trucks and Autocar parts under the subject Direct Dealer Selling Agreement:

SELLING PRIVILEGE
AND TERRITORY

It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Direct Dealer Selling Agreement also embrace "AUTOCAR" trucks.

ADJUSTMENT ON
OUTSIDE DELIVERIES

The provisions of this article with respect to adjustments on outside deliveries shall be applicable to the sale of AUTOCAR trucks, and the adjustment shall be the amount set forth in the latest issue of the applicable "Direct Dealer Price List--Appendix C".

PRICES, DISCOUNTS
AND TERMS

The point of delivery shall be Exton, Pennsylvania, and the prices, discounts and terms shall be as set forth in the latest issue of the applicable "Direct Dealer Price List--Appendix C". The said Direct Dealer Selling Agreement and this supplement shall cover only such models of AUTOCAR trucks as are set forth in the latest issue of the applicable "Direct Dealer Price List--Appendix C".

ADVERTISING
ACCOUNT

The provisions of this article shall apply to the purchase of AUTOCAR trucks.

SALES UNACCEPTABLE
TO DIRECT DEALER

The provisions of this article shall apply to the sale of AUTOCAR trucks.

SERVICE AND
HANDLING ALLOWANCE
ON NATIONAL ACCOUNTS

The provisions of this article shall apply to the sale of AUTOCAR trucks. The service and handling allowance on sales of AUTOCAR trucks to National Accounts shall be as set forth in the latest issue of the applicable "Direct Dealer Price List--Appendix C".

PARTS SALES
AND DISCOUNTS

It is the intent of this supplement that the words "WHITE Parts and accessories" as they appear in this article of the Direct Dealer Selling Agreement also embrace "AUTOCAR" parts and accessories. "AUTOCAR" parts sales and discounts shall be those outlined in the latest issue of the applicable "Direct Dealer Price List--Appendix C".

y850

[fol. 2851]

DETACH AND RETURN

City Waco State Texas Date Feb 10 1958

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix A²
 (superseding all previous lists) effective January 10, 1958, the terms of which are accepted and agreed to.

Buckland
 Witness

Harold E. Cullum
 Name of Direct Dealer

By _____

DETACH AND RETURN

City Wilmington State North Carolina Date Feb 10 1958

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List — Appendix C
 effective February 1, 1958, the terms of which are accepted and agreed to.

Buckland
 Witness

Harold E. Cullum
 Name of Direct Dealer

By _____

DETACH AND RETURN

City Waco State Texas Date Dec 15 1957

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix A
 (superseding all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to.

Buckland
 Witness

Harold E. Cullum
 Name of Direct Dealer

By _____

[fol. 2852]

DETACH AND RETURN

City Minneapolis State Minnesota Date 12-12 1957

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix B (superseding all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to.

[Signature]
Witness[Signature]
Name of Direct Dealer

By _____

DETACH AND RETURN

City Willmar State Minn Date 7/5 1956

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix A (superseding all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to.

[Signature]
Witness[Signature]
Name of Direct Dealer

By _____

DETACH AND RETURN

City Willmar State Minn Date 7/5 1956

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix B (superseding all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to.

[Signature]
Witness[Signature]
Name of Direct Dealer

By _____

2852

DETACH AND RETURN

City Millman State Missouri Date May 27 19 55

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix A (superseding all previous lists) effective January 1, 1955, the terms of which are accepted and agreed to.

Pickens
Witness

Harold Anderson
Name of Direct Dealer

By _____

DETACH AND RETURN

City Millman State Missouri Date May 27 19 55

Received from The White Motor Company, Cleveland, Ohio, Direct Dealer Price List Appendix B (superseding all previous lists) effective January 1, 1955, the terms of which are accepted and agreed to.

Pickens
Witness

Harold Anderson
Name of Direct Dealer

By _____

[fol. 282]

PLAINTIFF'S EXHIBIT (EDGEINGTON) 25



Key Dealer SELLING AGREEMENT

Between

BAUMERT-MORAN SALES CO. INC.

920

CITY

Hartford

CITY

Maple Avenue

STREET

Connecticut

STATE

SAMUEL FISHKIN & SON INC.

NEW LONDON

569 (P O Box 284)

CITY

New London

CITY

Colman

STREET

Connecticut

STATE

282

[fol. 2883]

This agreement made in quadruplicate this

1st

day of

January

1955

by and between

BAUBERT-MOAN SALES CO INC

Distributor's Name

at Hartford, Conn

hereinafter called "Distributor," and

SAMUEL FISHKIN & SON INC

Key Dealer's Name

**KEYMARK
CORPORATION**
A Corporation

of

New London
CityNew London
County

Conn.

State

hereinafter called "Key Dealer," witnesseth

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

**SELLING PRIVILEGE
AND TERRITORY**

Key Dealer is hereby granted the right, except as hereinafter provided, to sell, during the life of this agreement in the territory described below, White trucks purchased from Distributor hereunder:

New London County with the exception of Schuster's Express in Colchester
(Description of Territory)**MERCHANDISING AGREEMENT**

Key Dealer agrees to develop the aforementioned territory to the satisfaction of Distributor, and not to sell any trucks purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms or corporations having a place of business and no purchasing headquarters in said territory.

Key Dealer further agrees not to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation, nor to sell such trucks to any Federal or State government or any department or political subdivision thereof, unless the right to do so is specifically granted by Distributor in writing. Key Dealer further agrees to maintain a sales room and service station adequate for the sale and servicing of White trucks in said territory and to purchase and display conspicuously about his place of business the authorized White sales and service sign.

**ADJUSTMENT ON OUTSIDE
DELIVERIES**

Key Dealer agrees that should any new White truck sold and delivered by him be first registered and so placed in initial service within the territory of another of The White Motor Company's dealers or distributors, to pay to such other dealer or distributor an adjustment on each such truck, provided he shall have received from such other dealer or distributor written notice of claim for adjustment within sixty (60) days after date of delivery into the other dealer's or distributor's territory, the amount of such adjustment to be as specified in the latest issue of the applicable Key Dealer Price List—Appendix A or "Price List—Appendix B."

STOCKING NEW TRUCKS

Key Dealer agrees to purchase and keep on display at all times a representative stock of White trucks in keeping with the potential of the above described territory, the quantity and models to be determined by mutual agreement. Distributor, however, will not ship any truck to Key Dealer except on Key Dealer's specific order.

**PRICES, DISCOUNTS
AND TERMS**

Distributor agrees to sell to Key Dealer at the factory of The White Motor Company, a Cleveland Ohio, new White truck standard chassis, including standard equipment and accessories mounted thereon, for cash, in full, at the respective prices and subject to the discounts, terms and conditions set forth in the Key Dealer Price List and subject to the terms and conditions set forth in the Key Dealer Price List—Appendix A, "Price List—Appendix B" and the latest issue of The White Motor Company's sales handbook, all of which are subject to change without advance notice. "Price List—Appendix A" and "Price List—Appendix B" will be issued by The White Motor Company through Distributor from time to time and the latest issue thereof shall become a part of this agreement. Prices shall be increased by a flat charge for outer delivery over from Cleveland Ohio, to point of delivery, by the amount of man, tractor's transportation charge as shown in price lists and by all sales, gross receipts, commission, service, and any and all special taxes of whatever kind levied on the trucks sold and in effect as of date of delivery, or on any way

[Vol. 2884]

collectible payable by Distributor to The White Motor Company with respect thereto. Distributor agrees to furnish Key Dealer demand-invoices for all trucks and equipment purchased hereunder, such invoices showing separately the selling prices of the chassis, bodies, cabs, and equipment.

PRICE PROTECTION. In the event The White Motor Company reduces the price of any truck which is in the stock of Key Dealer and which was purchased hereunder and which is new, unused and unsold, and which was purchased by Distributor from The White Motor Company during the six (6) months next preceding such reduction, Distributor shall refund on credit Key Dealer the difference between the price paid by Key Dealer to Distributor and the price he would have paid after such reduction, provided, however, written claim for such refund or credit, supported by evidence satisfactory to Distributor, is received by him from Key Dealer within twenty (20) days after the effective date of such price reduction. In case of truck purchased by Key Dealer under a trust receipt or similar instrument, Distributor reserves the right to pay such difference in price to the holder thereof instead of to the Key Dealer.

Should The White Motor Company increase the prices on any of its current truck models, Key Dealer may, within five (5) days from receipt of notice of such increase, cancel all unshipped orders previously placed by him for trucks affected by the change excepting orders as referred to below in article captioned "Non Standard Orders."

The production by The White Motor Company of a new truck model or series of models, different from any previously sold to Key Dealer, regardless of price, shall not constitute a change in price within the meaning of this provision.

ADVERTISING ACCOUNT. Key Dealer agrees to pay in addition to all other charges the sum of Fifteen Dollars (\$15.00) for each White Truck purchased hereunder. Such payments shall be credited to Key Dealer's Advertising account on Distributor's books and will be used to cover the cost of such advertising media which, in the judgment of Distributor and The White Motor Company, will most effectively stimulate or promote the sale of White products in Key Dealer's territory.

RETAIL DELIVERY REPORT. Key Dealer agrees to provide Distributor with a "Retail Delivery Report" form supplied by The White Motor Company through Distributor, said report to be completely and accurately filled in and mailed to Distributor within five (5) days following the date of delivery of each new White truck by Key Dealer to a retail purchaser.

SALES UNACCEPTABLE TO KEY DEALER. In the event Key Dealer has an opportunity to sell a White truck on terms and conditions unacceptable to him, Distributor upon being so notified by Key Dealer, may resell him the such sales item and, in payment, Key Dealer as a party mutually agreed upon in writing, consented and agreed that it shall be as with delivery thereof and Key Dealer to design, service and handling allowance thereon will be mutually waived and released.

NATIONAL ACCOUNT AND GOVERNMENT SALES. Key Dealer agrees that The White Motor Company may withdraw from the above described territory to any firm, corporation or subsidiary of the latter designated by The White Motor Company as a "National Account" as well as to the Federal or any State Government or any agency, department or political subdivision thereof, without any obligation whatever. Key Dealer, in the past or hereafter, of The White Motor Company except as hereinafter provided.

SERVICE AND HANDLING ALLOWANCE ON NATIONAL ACCOUNTS. In the event The White Motor Company sells any new White truck listed in said Price List-Appendix A or Price List-Appendix B, or in any individual form of corporation designated by The White Motor Company as a "National Account" (which latter category does not include the Federal or State Governments and any department or political subdivision thereof) and such truck is first registered and is placed in regular service within the above specified territory, The White Motor Company agrees to pay to Key Dealer a Service and Handling Allowance on each new truck so delivered on any such national account. The amount of the Service and Handling Allowance shall be determined for each model of new White truck listed in Key Dealer's Price List-Appendix A and Price List-Appendix B as follows: (1) For trucks with gross weight up to and including 6,000 lbs., \$10.00; (2) For trucks with gross weight over 6,000 lbs. and up to and including 10,000 lbs., \$15.00; (3) For trucks with gross weight over 10,000 lbs., \$20.00. Key Dealer is authorized to his account as Distributor may deem proper, that Key Dealer agree to pay to Key Dealer the Service and Handling Allowance on each new truck so delivered on any such national account. The White Motor Company, in designating such national account business to the fullest extent possible, shall be deemed to have agreed to the payment of such allowance, which service was made and is shall be made by Key Dealer, and shall be paid to Key Dealer by The White Motor Company, that written agreement shall be made between Key Dealer and Distributor, and that the Service and Handling Allowance shall be paid by Key Dealer to the holder thereof, and that the Service and Handling Allowance shall be paid by Key Dealer to the holder thereof.

2884

[fol. 2885]

PARTS SALES TO NATIONAL AND FLEET ACCOUNTS

accounts by The White Motor Company

Key Dealer agrees to extend to firms and corporations, and subdivisions of the latter, designated by The White Motor Company as "National Accounts" or "Fleet Accounts," and to the United States Government and its agencies and political subdivisions thereof, the same discounts on parts and accessories as authorized and allowed the aforementioned ac-

PARTS SALES AND DISCOUNTS

truck parts and accessories to properly serve White customers using Key Dealer territory, the quantity to be determined by mutual agreement. Key Dealer further agrees not to sell any part of White truck parts not manufactured, engineered or ap-

proved by The White Motor Company.

Distributor will sell to Key Dealers new White parts and accessories listed in the latest revised parts books of The White Motor Company at the prices and discounts and on the terms and conditions as provided in the aforementioned "Price List—Appendix A" and "Price List—Appendix B". Key Dealer agrees to purchase from Distributor and maintain at all times an adequate stock of new White

RETURN OF PARTS

Key Dealer may return White parts or accessories in these conditions however, that they were purchased from Distributor, that the parts were not damaged and in good condition, that Key Dealer has collected the Distributor's bill for the parts, and that Key Dealer shall, as promptly as possible, notify Key Dealer as to the parts on and list of any, which Distributor will accept for return. No charges be prepaid on the return of such parts, but Key Dealer shall be charged with the freight charges for return of parts. Key Dealer shall maintain a stock of parts and that on the return of any such goods Key Dealer shall fully comply with the conditions and other laws applicable thereto. Distributor shall accept those parts meeting the above conditions and credit the Key Dealer with an amount equal to Key Dealer's net cost, adjusted on the then current prices of such parts but less a charge of 2% to cover the Distributor's cost of handling. Those parts not meeting the above conditions will be held by Distributor for fifteen days, after which Key Dealer's order for disposition. Upon failure of Key Dealer to order disposition within that time, Distributor may make a disposition thereof as he sees fit without liability to Key Dealer for payment of any amount whatsoever.

NON-STANDARD ORDERS

No order received by Distributor for products not manufactured by The White Motor Company or not of standard specifications shall be a subject to cancellation or return by Key Dealer without Distributor's express consent.

WARRANTY

New White trucks purchased hereafter shall be warranted by The White Motor Company in accordance with the terms of its standard warranty, set forth in "Price List—Appendix A" and "Price List—Appendix B," and no other warranty or guarantee, express or implied by law or otherwise, is authorized or shall apply to the same.

KEY DEALER NOT AGENT

It is not the intent that Key Dealer possess any authority or power of agency in, by this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Distributor or The White Motor Company, or make promises or representations relative to the products of The White Motor Company other than contained in the standard warranty of said Company.

USE OF NAME

Key Dealer acknowledges that the entire right, title and interest in and the good will attached to the marks and words "White," "White Motor," "White Sales" and "White Service" and any combination thereof, with reference to motor vehicles and parts and accessories manufactured by The White Motor Company, and the Key Dealer, except in the territory in which the Key Dealer is authorized to sell, shall remain at any time upon demand of Distributor or said The White Motor Company, distributor, owner and are to be the sole and exclusive of these words.

RIGHT OF CANCELLATION

This agreement and any renewal or extension thereof may be cancelled and terminated as follows provided:

- (a) By mutual consent the parties hereto may, at any time, cancel and terminate this agreement forthwith.
- (b) Either party hereto, except as provided in paragraphs (c) and (d) hereunder, may cancel and terminate this agreement by giving the other party thirty (30) days written notice of intention so to cancel.
- (c) In the event this agreement is the first White Selling Agreement entered into between Distributor and Key Dealer, and if Key Dealer, within the contract period, fails to meet the minimum sales requirements set forth in the White Selling Agreement, the Distributor agrees that he will not exercise his right to cancel this agreement until the end of the period provided in paragraph (d) above, at any time during the last twelve (12) months preceding the expiration date of this agreement.

[fol. 2886]

(d) Notwithstanding the provisions of paragraph (1) and (c) hereinafter, Distributor may, at his option, cancel and terminate this agreement at any time without any liability to Key Dealer in case Key Dealer is a partnership or a corporation and disengagement of any nature shall arise between members of the partnership or the officers, stock holders or members of the corporation, or if a Director for whom his interest may be regarded or in case of the incapacity, death or insolvency of Key Dealer, or in case an individual is made trustee, Key Dealer declared bankrupt, or in case a receiver or trustee is appointed for Key Dealer, or in case Key Dealer makes an assignment for the benefit of creditors, or in case of breach of this agreement on the part of Key Dealer, or in case Key Dealer or any of its officers or managers shall be convicted under any criminal laws (either State or Federal), or in case Key Dealer or any of its managers shall convert any property or embezzle any money either of third parties, or of Key Dealer in the case of officers or managers, or in case Key Dealer fails to secure a dealer's license or a renewal thereof in that state requiring dealer's license.

TERMINATION OF AGREEMENTS

Cancellation or termination of this agreement will not release Key Dealer from payment of any sum then owing to Distributor for the purchase of the trucks or equipment for same, or parts ordered by Key Dealer and not delivered but accepted, or from liability on notice of cancellation. Notwithstanding the Right of Cancellation provisions set forth above, termination of Distributor's Selling Agreement with The White Motor Company shall operate as an automatic cancellation of this agreement and without being required to await expiration of any termination notice period Key Dealer shall have the right if agreeable to The White Motor Company, to enter into a new agreement with said Company or any one it may designate. If during the notice period of termination of Distributor's Selling Agreement with The White Motor Company, Distributor is unable for any reason to sell to furnish Key Dealer with his requirements of White products, the Key Dealer shall have the right to obtain such products from The White Motor Company or anyone it may designate.

RIGHT TO REPURCHASE

Upon termination of this agreement by Distributor, Distributor agrees (except with respect to the product referred to in paragraph next, "Non Standard Orders") to purchase from Key Dealer and Key Dealer agrees to sell to Distributor within twenty (20) days after such termination:

- All new and unused White truck chassis in good condition then owned by Key Dealer and purchased by him from Distributor during the six (6) months next preceding Distributor's notice of cancellation at Key Dealer's net cost including charges paid to Distributor.
- All parts then owned by Key Dealer which in Distributor's opinion are new, unused, and undamaged and in a salable condition at time and place of purchase by Distributor and which were purchased by Key Dealer from Distributor for use on White chassis erected within a five year period next preceding Distributor's notice of cancellation at Key Dealer's net cost including on the then current prices of such parts, exclusive of transportation charges, and less a charge of 7% to cover Distributor's expense of handling.

Upon cancellation and termination of this agreement by Key Dealer, Key Dealer shall not be entitled to repurchase from Distributor. Distributor shall have the right to return to Key Dealer within twenty (20) days after the effect or date of such cancellation and termination, any or all White trucks and parts then owned by Key Dealer, at the same prices as set forth in paragraphs (a) and (b) next preceding.

PERFORMANCE OF AGREEMENT

It is understood and agreed that performance of this agreement by Distributor and Key Dealer shall be subject to the conditions that Distributor and Key Dealer are subject to strike conditions, free delivery of transportation, non-mastering of The White Motor Company's factory, and delays of delivery of trucks due to such strikes, and also to requirements of and orders accepted by The White Motor Company from duly constituted public authorities and others, and agrees to indemnify Distributor or The White Motor Company from delay. Distributor shall have the full right at its discretion to reject wholly or in part any order or specification for goods from Key Dealer. In no case shall Distributor or The White Motor Company be liable for damages, losses or costs incurred by Key Dealer in its endeavor to deliver on or before stipulated delivery date. It is further understood and agreed that full performance of this agreement by Key Dealer is a condition precedent to performance thereof by Distributor and that any failure by Distributor to deliver or to require performance by Key Dealer of any provision of the agreement to exercise any option hereinafter granted, shall in no way affect the validity of this agreement or impair the right of Distributor later to enforce any such provision or exercise any such option.

ENTIRETY

All negotiations, correspondence and memoranda passing between the parties hereto with reference to the subject matter of this agreement are merged in this agreement, with the understanding and agreement all prior agreements between the parties hereto and constitutes the entire and only agreement between them with reference to said subject matter. No transfer of this agreement or of any claim arising hereunder can be made without written consent from Distributor.

SEPARABILITY

It is intended that this agreement shall not be in unlawful violation of any valid applicable laws now or hereafter from time to time in effect in any country, state or jurisdiction and that should any provision herein in anywise contravene said laws, this agreement shall be considered divisible as to such provision and the remainder of the agreement valid and binding as though such provision were not included therein.

2886

DURATION OF AGREEMENT Distributor shall not be bound on this agreement until it shall have been approved by Distributor and an authorized agent of The White Motor Company. It shall then be

effective on and as of the 1st day of JANUARY, 19 55, and continue in effect, subject to the right of cancellation set forth above, until the end of the calendar year then current. Cancellation of regular dealings between the parties hereto after the end of such calendar year shall extend this agreement for the next succeeding calendar year, and so on from year to year, subject always to the right of cancellation set forth above.

Approved.

April 8

1955

THE WHITE MOTOR COMPANY

By

J. E. Tolan
Regional Manager

By

H. E. Lushen
Sales Manager—Wholesale Division

SAMUEL FISKIN & SON INC.

Name of Key Dealer

By *Leonard S. T. Khan*

BAUMERT-MORAN SALES CO INC.

Name of Distributor

By *Baumert Moran*

INSTRUCTIONS

If Key Dealer is:

AN INDIVIDUAL. He should sign his personal name only.

AN INDIVIDUAL OFFERING UNDER TRADE NAME. He should

sign the trade name and his personal name in full.

PARTNERSHIP. Sign partnership name and personal signature of all

partners in full.

CORPORATION. Sign corporate name by its authorized officer (President, Treasurer) with designation of title.

2887

[fol. 2888]

H.A.

DETACH AND RETURN

New London Conn Date

Baumert Moore Sale Office K. D. & P. L. A.

Received from Name of Donor

Effective February 1, 1988 the sum of \$100.00 was received from

Baumert Moore Witness
Baumert Moore
Baumert Moore & Son Inc.
Edward F. Miller

{Vol. 2889}

L.B.S. - 1
2-58

Supplement to Key Dealer Selling Agreement
between
BAUMERT MORAN SALES CO INC

Distributor

and

SAMUEL FISHKIN & SON INC

Key Dealer

Dated Jan. 1, 1955, 19

It is agreed that the following conditions shall be applicable to the purchase and sale of Autocar trucks and Autocar parts under the subject Key Dealer Selling Agreement:

**SELLING PRIVILEGE
AND TERRITORY**

It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Key Dealer Selling Agreement also embrace "AUTOCAR" trucks.

**ADJUSTMENT ON
OUTSIDE DELIVERIES**

The provisions of this article with respect to adjustments on outside deliveries shall be applicable to the sale of AUTOCAR trucks, and the adjustment shall be the amount set forth in the latest issue of the applicable "Key Dealer Price List - Appendix C".

**PRICES, DISCOUNTS
AND TERMS**

The point of delivery shall be Exton, Pennsylvania, and the prices, discounts and terms shall be as set forth in the latest issue of the applicable "Key Dealer Price List - Appendix C". The said Key Dealer Selling Agreement and this supplement shall cover only such models of AUTOCAR trucks as are set forth in the latest issue of the applicable "Key Dealer Price List - Appendix C".

**ADVERTISING
ACCOUNT**

The provisions of this article shall apply to the purchase of AUTOCAR trucks.

**SALES UNACCEPTABLE
TO KEY DEALER**

The provisions of this article shall apply to the sale of AUTOCAR trucks.

**SERVICE AND
HANDLING ALLOWANCE
ON NATIONAL ACCOUNTS**

The provisions of this article shall apply to the sale of AUTOCAR trucks. The service and handling allowance on sales of AUTOCAR trucks to National Accounts shall be as set forth in the latest issue of the applicable "Key Dealer Price List - Appendix C".

**PARTS SALES
AND DISCOUNTS**

It is the intent of this supplement that the words "WHITE Parts and Accessories" as they appear in this article of the Key Dealer Selling Agreement also embrace "AUTOCAR" parts and accessories. "AUTOCAR" parts sales and discounts shall be those outlined in the latest issue of the applicable "Key Dealer Price List - Appendix C".

2889

[fol. 2890]

DETACH AND RETURN

City **NEW LONDON** Conn. Date **L- 1-17-58** 19__

Received from **BAUMERT MORAN SALES CO INC** Price List Appendix A (superseding
Name of Distributor

all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to

[Signature] **SAMUEL FISHKIN & SON INC**
Witness Name of Key Dealer

Leonard S. Fishkin

DETACH AND RETURN

City **NEW LONDON** Conn. Date **L- 1-17-58** 19__

Received from **BAUMERT MORAN SALES CO INC** Price List Appendix B (superseding
Name of Distributor

all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to

[Signature] **SAMUEL FISHKIN & SON INC**
Witness Name of Key Dealer

Leonard S. Fishkin

DETACH AND RETURN

New London Conn. Date 19__

Baumert-Moran Sales Co. Inc.

Samuel Fishkin & Son Inc.

Leonard S. Fishkin

[fol. 2891]

DETACH AND RETURN

City NEW LONDON Conn. State Conn. Date May 28, 1956 19__

Received from Baumbert Moran Sales Co. Inc. Price List Appendix B (superseding
Name of Distributor
 all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to.

By Samuel Fishkin & Son Inc.
Name of Key Dealer
Leonard Fishkin

DETACH AND RETURN

City NEW LONDON Conn. State Conn. Date May 28, 1956 19__

Received from BAUMBERT MORAN SALES CO INC Price List Appendix A (superseding
Name of Distributor
 all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to.

Clement A. Paulin Samuel Fishkin & Son Inc.
Witness Name of Key Dealer
Leonard Fishkin Trust

DETACH AND RETURN

City NEW LONDON Conn. State Conn. Date May 28, 1956 19__

Received from BAUMBERT MORAN SALES CO INC Price List Appendix B (superseding
Name of Distributor
 all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to.

Clement A. Paulin Samuel Fishkin & Son Inc.
Witness Name of Key Dealer
Leonard S. Fishkin Trust

[fol. 2984]

PLAINTIFF'S EXHIBIT (EDGERTON) 33



Dealer
SELLING AGREEMENT

between

POPULAR WHITE TRUCK & EQUIPMENT COMPANY
DISTRIBUTOR

111

NUMBER

West 12th Street
STREET

Erie,
CITY

Pennsylvania
STATE

and

ROY S. CARLSON
DEALER

R.J. 3,

NUMBER

STREET

EDINBORO,
CITY

PENNSYLVANIA
STATE

2984

[fol. 2985]

This agreement made in quadruplicate this 1st day of January, 19 55.

by and between **POPLAR WHITE TRUCK & EQUIPMENT COMPANY** of **Erie, Pennsylvania**
Distributor's Name

hereinafter called "Distributor," and **ROY S. CARLSON**
Dealer's Name

An Individual
 Not an organized association
 Not an corporation or other
 of **Edinboro, Erie, Pennsylvania**
City County State

hereinafter called "Dealer," witnesseth

In consideration of the mutual agreements herein contained, the parties hereto agree as follows

SELLING PRIVILEGE AND TERRITORY

Dealer is hereby granted the right, except as hereinafter provided, to sell, during the life of this agreement in the territory described below. White trucks purchased from Distributor hereunder

Edinboro-(ERIE County, Pa.) and vicinity
(Description of territory)

MERCHANDISING AGREEMENT

Dealer agrees to develop the aforementioned territory to the satisfaction of Distributor, and not to sell any trucks, purchased hereunder except in accordance with this agreement, and not to sell such trucks except to individuals, firms, or corporations having a place of business and not purchasing headquarters in said territory.

Dealer further agrees not to sell such trucks to any person, firm or corporation for resale by such person, firm or corporation nor to sell such trucks to any Federal or State government or any department or political subdivision thereof, unless the right to do so is specifically granted by Distributor in writing. Dealer further agrees to maintain a sales room and service station adequate for the sale and servicing of White trucks in said territory and to purchase and display conspicuously about his place of business the authorized White sales and service sign.

ADJUSTMENT ON OUTSIDE DELIVERIES

Dealer agrees that should any new White truck sold and delivered by him be first registered and or placed in initial service within the territory of another of The White Motor Company's dealers or distributors, to pay to such other dealer or distributor an adjustment on each such truck, provided he shall have received from such other dealer or distributor written notice of claim for adjustment within sixty (60) days after date of delivery into the other dealer's or distributor's territory, the amount of such adjustment to be as specified in the latest issue of the applicable Dealer "Price List-Appendix A" or "Price List-Appendix B."

STOCKING NEW TRUCKS

Dealer agrees to purchase and keep on display at all times a representative stock of White trucks in keeping with the potential of the above described territory, the quantity and models to be determined by mutual agreement. Distributor, however, will not ship any trucks to Dealer except on Dealer's specific order.

PRICES, DISCOUNTS AND TERMS

Distributor agrees to sell to Dealer at the factory of The White Motor Company at Cleveland, Ohio, new White truck standard chassis, including standard equipment and accessories mounted thereon, for cash in full at the respective prices and subject to the discounts, terms, and provisions or at the Dealer net prices and subject to the terms and provisions set forth in Dealer price lists entitled "Price List-Appendix A," "Price List-Appendix B," and the latest issue of The White Motor Company's sales handbook, all of which are subject to change without advance notice. "Price List-Appendix A," and "Price List-Appendix B," will be issued by The White Motor Company through Distributor from time to time and the latest issue thereof shall become

[fol. 2987]

PARTS SALES TO NATIONAL AND FLEET ACCOUNTS

Dealer agrees to extend to firms and organizations and institutions, as the latter designate, by The White Motor Company as "National Accounts" or "Fleet Accounts" and to the Federal and State governments and departments and, without subjecting them to the same discounts on parts and accessories as authorized and allowed by the aforementioned accounts by The White Motor Company.

PARTS SALES AND DISCOUNTS

Distributor will sell to Dealer new White parts and accessories covered in the latest revised parts books of The White Motor Company at the prices and discounts set forth in the terms and conditions as provided in the aforementioned "Price List—Appendix A" and "Price List—Appendix B." Dealer agrees to purchase from Distributor and maintain at all times an adequate stock of new White truck parts and accessories to properly service White trucks operating in Dealer's territory. The quantity to be determined by mutual agreement. Dealer further agrees not to sell or use in repair of White trucks parts not manufactured, engineered or approved by The White Motor Company.

RETURN OF PARTS

Dealer may return White parts to Distributor on the following conditions: (a) that they are new, unused, current and in good condition; (b) that Dealer has submitted to Distributor a list of such parts he desires to return; (c) that Distributor shall, as promptly as possible, return to Dealer as to the parts on said list, if any, which Distributor will accept; that transportation charges, he prepaid on the return of said parts, that Dealer shall have complied with the requirements of Distributor in maintaining a stock of parts; and that in the return of any such goods Dealer shall fully comply with all Bulk Sales and other laws applicable thereto. Distributor shall accept those parts meeting the above conditions and credit the Dealer with an amount equal to Dealer's net cost, as reflected in the then current prices of such parts but less a charge of 7% to cover the Distributor's cost of handling. Those parts not meeting the above conditions will be held by Distributor for fifteen (15) days subject to Dealer's order for disposition. Upon failure of Dealer to order disposition within that time, Distributor may make such disposition thereof as he sees fit without liability to Dealer for payment of any amount whatsoever.

NON-STANDARD ORDERS

No order accepted by Distributor for products not manufactured by The White Motor Company or not of standard specifications shall be subject to cancellation or return by Dealer without Distributor's express consent.

WARRANTY

New White trucks purchased hereunder are warranted by The White Motor Company in accordance with the terms of its standard warranty set forth in "Price List—Appendix A" and "Price List—Appendix B" and no other warranty or guaranty express or implied by law or otherwise is authorized or shall apply to the same.

DEALER NOT AGENT

It is not the intent that Dealer possess any authority or power of agency under this contract nor that he shall have any right or authority to enter into contracts for or on behalf of Distributor or The White Motor Company or make promises or representations relative to the products of The White Motor Company other than contained in the standard warranty of said Company.

USE OF NAME

Dealer acknowledges that the exclusive right to and use of and the good will attached to the names and words "White," "White Motor," "White Sales" and "White Service" and any combination thereof with reference to motor vehicles and parts and accessories therefor, are reserved to The White Motor Company and the Dealer agrees that he will, upon termination of this agreement or at any time upon demand of Distributor or said The White Motor Company, discontinue, cease and desist from the use and or display of these words.

RIGHT OF CANCELLATION

This agreement and any renewal or extension thereof may be cancelled and terminated as below provided:

- (a) By mutual consent the parties hereto may at any time cancel and terminate this agreement forthwith.
- (b) Either party hereto, except as provided in paragraphs (c) and (d) below, may cancel and terminate this agreement by giving the other party sixty (60) days written notice of intention so to cancel.
- (c) In the event this agreement is the first White Selling Agreement entered into between Distributor and Dealer, and if Dealer, since the effective date of this agreement, shall have been actively engaged in the merchandising of White products in accordance with the terms, conditions and provisions of this agreement, the Distributor agrees that he will not exercise his right to cancel and terminate this agreement, pursuant to the provisions of paragraph (b) above, at any time during the first twelve (12) month period following the effective date of this agreement.
- (d) Notwithstanding the provisions of paragraphs (b) and (c) next preceding, Distributor may, at his option, cancel and terminate this agreement at any time without any notice whatsoever to Dealer in case Dealer is a co-partnership or a corporation and disbursements of any nature shall arise between members of the co-partnership or the officers, stockholders or managers of the corporation whereby Distributor deems his interest may be prejudiced, or in case of the incapacity, death or insolvency of Dealer, or in case an application is made to have Dealer declared bankrupt, or in case a receiver or trustee is appointed for Dealer; or in case Dealer makes an assignment for the benefit of creditors; or in case

7987

486

[fol. 2989]

DURATION OF AGREEMENT Distributor shall not be bound on this agreement until it shall have been approved by Distributor and an authorized agent of The White Motor Company. It shall then be effective on and as of the 1st day of JANUARY 1955 and continue in effect, subject to the right of cancellation set forth above, until the end of the calendar year then current. Continuation of regular dealings between the parties hereto after the end of such calendar year shall extend this agreement for the next succeeding calendar year, and so on from year to year, subject always to the right of cancellation set forth above.

Approved April 25 1955

THE WHITE MOTOR COMPANY

By [Signature]
Regional Manager

By [Signature]
Sales Manager—Wholesale Division

ROY S. CAULSON
Name of Dealer

By [Signature]

POPULAR WHITE TRUCK & EQUIPMENT COMPANY
Name of Contributor

By [Signature]

INSTRUCTIONS

If Dealer is

AN INDIVIDUAL: He should sign his personal name only.

AN INDIVIDUAL OPERATING UNDER TRADE NAME: He should sign the trade name and his personal name beneath it.

PARTNERSHIP: Sign partnership name and personal signatures of all partners beneath it.

CORPORATION: Sign corporate name by an authorized officer (Pres., Secy., Treas.) with designation of title.

1959

[Vol. 2990]

DETACH AND RETURN

City, Edinboro, State, Pennsylvania Date, February 1, 1958

Received from KILGUS WHITE TRUCK & EQUIPMENT CO. Dealer Price List, Appendix C
Name of Distributor

effective January 10, 1958, the terms of which are accepted and agreed to

R. E. Lewis
WitnessROY S. CARLSON
Name of DealerBy *Roy Carlson*

DETACH AND RETURN

City, Edinboro, State, Pennsylvania Date, February 1, 1958

Received from POPLAR WHITE TRUCK & EQUIPMENT CO.
Name of Distributor

Dealer Price List, Appendix C

effective February 1, 1958, the terms of which are accepted and agreed to

R. E. Lewis
WitnessROY S. CARLSON
Name of DealerBy *Roy Carlson*

1990

[fol. 2991]

d.S. - 1

Supplement to Dealer Selling Agreement
between

POPULAR WHITE TRUCK & EQUIPMENT CO.
Distributor

and

ROY S. CRIMSON
Dealer

Dated January 1, 1955

It is agreed that the following conditions shall be applicable to the purchase and sale of Autocar trucks and Autocar parts under the subject Dealer Selling Agreement:

**SELLING PRIVILEGE
AND TERRITORY**

It is the intent of this supplement that the words "WHITE TRUCKS" as they appear in the Dealer Selling Agreement also embrace "AUTOCAR" trucks.

**ADJUSTMENT ON
OUTSIDE DELIVERIES**

The provisions of this article with respect to adjustments on outside deliveries shall be applicable to the sale of AUTOCAR trucks, and the adjustment shall be the amount set forth in the latest issue of the applicable "Dealer Price List--Appendix C".

**PRICES, DISCOUNTS
AND TERMS**

The point of delivery shall be Exton, Pennsylvania, and the prices, discounts and terms shall be as set forth in the latest issue of the applicable "Dealer Price List--Appendix C". The said Dealer Selling Agreement and this supplement shall cover only such models of AUTOCAR trucks as are set forth in the latest issue of the applicable "Dealer Price List--Appendix C".

**ADVERTISING
ACCOUNT**

The provisions of this article shall apply to the purchase of AUTOCAR trucks.

**SALES UNACCEPTABLE
TO DEALER**

The provisions of this article shall apply to the sale of AUTOCAR trucks.

**SERVICE AND
HANDLING ALLOWANCE
ON NATIONAL ACCOUNTS**

The provisions of this article shall apply to the sale of AUTOCAR trucks. The service and handling allowance on sales of AUTOCAR trucks to National Accounts shall be as set forth in the latest issue of the applicable "Dealer Price List--Appendix C".

**PARTS SALES
AND DISCOUNTS**

It is the intent of this supplement that the words "WHITE Parts and Accessories" as they appear in this article of the Dealer Selling Agreement also embrace "AUTOCAR" parts and accessories. "AUTOCAR" parts sales and discounts shall be those outlined in the latest issue of the applicable "Dealer Price List--Appendix C".

2991

[fol. 2992]

DETACH AND RETURN

City Edinboro, State Pennsylvania Date November 12, 1957Received from POPULAR WHITE TRUCK & EQUIPMENT CO. Price List Appendix A (superseding
Name of Distributor

all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to

[Signature]

Witness

ROY S. CARLSON

Name of Dealer

By [Signature]

DETACH AND RETURN

City Edinboro, State Pennsylvania Date November 12, 1957Received from POPULAR WHITE TRUCK & EQUIPMENT CO. Price List Appendix B (superseding
Name of Distributor

all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to

[Signature]

Witness

ROY S. CARLSON

Name of Dealer

By [Signature]

DETACH AND RETURN

City Edinboro, State Pennsylvania Date November 12, 1957Received from POPULAR WHITE TRUCK & EQUIPMENT CO. Price List Appendix A (superseding
Name of Distributor

all previous lists) effective November 15, 1956, the terms of which are accepted and agreed to

[Signature]

Witness

ROY S. CARLSON

Name of Dealer

By [Signature]

v992

[fol. 2093]

DETACH AND RETURN			
City <u>Edinboro,</u>	State <u>Pennsylvania</u>	Date <u>November 15, 1955</u>	
Received from <u>POPULAR WHITE TRUCK & EQUIPMENT CO.</u>		Price List Appendix <u>A</u> (superseding	
Name of Distributor			
all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to			
<u>[Signature]</u> Witness		ROY S. CARLSON Name of Dealer	
		By <u>[Signature]</u>	

DETACH AND RETURN			
City <u>Edinboro,</u>	State <u>Pennsylvania</u>	Date <u>November 15, 1955</u>	
Received from <u>POPULAR WHITE TRUCK & EQUIPMENT CO.</u>		Price List Appendix <u>A</u>	
Name of Distributor			
all previous lists) effective November 15, 1955, the terms of which are accepted			
<u>[Signature]</u> Witness		ROY S. CARLSON	
		By <u> </u>	

DETACH AND RETURN			
City <u>Edinboro,</u>	State <u>Pennsylvania</u>	Date <u>November 15, 1955</u>	
Received from <u>POPULAR WHITE TRUCK & EQUIPMENT CO.</u>		Price List Appendix <u>B</u> (superseding	
Name of Distributor			
all previous lists) effective November 15, 1955, the terms of which are accepted and agreed to			
<u>[Signature]</u> Witness		ROY S. CARLSON Name of Dealer	
		By <u>[Signature]</u>	

[7-6-2010]

PLAINTIFF'S EXH.

NY 35



**Metropolitan
Dealer
SELLING AGREEMENT**

FAIRBANKS TRUCKS, INC.

12-74

Rochester,

Harold Street
STREET

New York STATE

ARTI TOOLS

NEW YORK DEALER

108

STREET

Fern Yan,

Lake Street
STREET

New York STATE

3010

[fol. 3012]

PRICE PROTECTION

[illegible]

Should The White Motor Company increase the price on any of its current truck models, Metropolitan Fleets may, within 15 business days from receipt of notice of such increase, cancel all unshipped orders previously placed by him for trucks as affected by the stated increase, except as referred to below in article captioned: Non-Standard Orders.

The production by The White Motor Company of a new truck model or series of models different from any previously sold to Metropolitan Dealer, regardless of price, shall not constitute a change in price within the meaning of this provision.

ADVERTISING ACCOUNT

ADVERTISING ACCOUNT Metropolitan Dealer agrees to pay, in addition to all other charges, the sum of \$2.00 per copy (145.50¢) for each *Whirl-Wire* T-shirt purchased hereunder. Such payment shall be made to The Metropolitan Dealer's Advertising account on Distributor's books and will be used to cover the cost of all advertising expenses incurred by Metropolitan of Distributor and The Whirl-Wire Motor Company, will most effectively stimulate and increase sales of *Whirl-Wire* in Metropolitan Dealer's territory.

RETAIL DELIVERY REPORT

RETAIL DELIVERY REPORT Metropolitan Dealer agrees to provide Distributor with a Retail Delivery Report, to be supplied by the White Motor Company through Distributor, and to return said report, when accurately filled in, and mailed to Distributor within five (5) days following the date of delivery of such new White Motor vehicle to Metropolitan Dealer to a retail purchaser.

SALES UNACCEPTABLE TO
METROPOLITAN DEALER

SALES UNACCEPTABLE TO METROPOLITAN DEALER In the event Metropolitan Dealer has an opportunity to sell a White Truck, it shall not be deemed unacceptable to him. Distributor, upon being notified by Metropolitan Dealer, may self handle such sales direct and compensate Metropolitan Dealer as may be mutually agreed upon. Nothing in this agreement shall be construed to require Metropolitan Dealer to accept or reject any sales made by Distributor. In that all such cases, all rights and claims of Metropolitan Dealer to discount, service and handling charges on vehicles sold are automatically waived and released.

NATIONAL ACCOUNT AND
GOVERNMENT SALES

NATIONAL ACCOUNT AND GOVERNMENT SALES

SERVICE AND HANDLING ALLOW- ANCE ON NATIONAL ACCOUNTS

[illegible]PARTS SALES TO NATIONAL
AND FLEET ACCOUNTS

PARTS SALES TO NATIONAL AND FLEET ACCOUNTS

Metropolitan Detroit area, including Detroit, Dearborn, Farmington Hills, Troy, Westland, and Warren, Michigan. The White Motor Company, Detroit, Michigan, is the sole distributor of White Motor Company products in the Detroit area. The White Motor Company, Detroit, Michigan, is the sole distributor of White Motor Company products in the Detroit area.

PARTS SALES AND DISCOUNTS

PARTS SALES AND DISCOUNTS—Dodge Truck Parts Co., 10000 Dodge Ave., Detroit, Mich. 48202, has announced a new line of Dodge truck parts. Dodge Truck Parts Co. is a subsidiary of Dodge Brothers Corp., 10000 Dodge Ave., Detroit, Mich. 48202. Dodge Truck Parts Co. is a subsidiary of Dodge Brothers Corp., 10000 Dodge Ave., Detroit, Mich. 48202. Dodge Truck Parts Co. is a subsidiary of Dodge Brothers Corp., 10000 Dodge Ave., Detroit, Mich. 48202.

3012

[fol. 3013]

RETURN OF PARTS

Metropolitan Dealer may return White parts to Distributor, on these conditions, however, that they were purchased from Distributor, that they are new, unused, current and in good condition, that Metropolitan Dealer has submitted to Distributor a list of such parts he desires to return, that Distributor will, as promptly as possible, notify Metropolitan Dealer as to the parts on said list, if any, which Distributor will accept, that transportation charges be paid on the return of such parts, that Metropolitan Dealer shall have complied with the requirements of Distributor in maintaining a stock of parts; and that in the return of any such goods Metropolitan Dealer shall fully comply with all White rules and other laws applicable thereto. Distributor shall accept those parts meeting the above conditions and credit the Metropolitan Dealer with an amount equal to Metropolitan Dealer's net cost, adjusted on the then current prices of such parts but less a charge of 10% to cover the Distributor's cost of handling. Those parts not meeting the above conditions will be held by Distributor for fifteen (15) days subject to Metropolitan Dealer's order for disposition. Upon failure of Metropolitan Dealer to order disposition within that time, Distributor may make such disposition thereof as he sees fit without liability to Metropolitan Dealer for payment of any amount whatsoever.

NON-STANDARD ORDERS

No order accepted by Distributor for products not manufactured by The White Motor Company or not of standard specifications shall be subject to cancellation or return by Metropolitan Dealer without Distributor's express consent.

WARRANTY

New White trucks purchased hereunder are warranted by The White Motor Company in accordance with the terms of its standard warranty set forth in "Price List—Appendix A" and "Price List—Appendix B" and no other warranty or guaranty, express or implied by law or otherwise, is authorized or shall apply to the same.

METROPOLITAN DEALER NOT AGENT

It is not the intent that Metropolitan Dealer possess any authority or power of agency under this contract, nor that he shall have any right or authority to enter into contracts for or on behalf of Distributor or The White Motor Company, or make promises or representations, relative to the products of The White Motor Company other than contained in the standard warranty of said Company.

USE OF NAME

Metropolitan Dealer acknowledges that the exclusive right to and use of and the good will attached to the marks and words "White," "White Motor," "White Sales" and "White Service" and any combination thereof with reference to motor vehicles and parts and accessories therefor, are reserved to The White Motor Company and the Metropolitan Dealer agrees that he will, upon termination of this agreement or at any time upon demand of Distributor or said The White Motor Company, discontinue, cease and desist from the use and/or display of these words.

RIGHT OF CANCELLATION

This agreement and any renewal or extension thereof may be canceled and terminated as hereinafter provided:

- (a) By mutual consent the parties hereto may at any time cancel and terminate this agreement as follows:
- (b) Either party hereto, except as provided in paragraphs (c) and (d) below, may cancel and terminate this agreement by giving the other party sixty (60) days written notice of intention so to cancel.
- (c) In the event this agreement is the first White Selling Agreement entered into between Distributor and Metropolitan Dealer and if Metropolitan Dealer, since the effective date of this agreement, shall have been actively engaged in the manufacturing of White products in accordance with the terms, conditions and provisions of this agreement, the Distributor agrees that he will not exercise his right to cancel and terminate this agreement pursuant to the provisions of paragraph (b) above, at any time during the first twelve (12) month period following the effective date of this agreement.
- (d) Notwithstanding the provisions of paragraphs (b) and (c) next preceding, Distributor may, at his option, cancel and terminate this agreement at any time without any notice whatsoever to Metropolitan Dealer in case Metropolitan Dealer is a co-partnership or a corporation and disagreements of any nature shall arise between members of the co-partnership or the officers, stockholders or managers of the corporation whereby Distributor deems his interest may be imperiled, or in case of the incapacity, death or insolvency of Metropolitan Dealer, or in case an application is made to have Metropolitan Dealer declared bankrupt, or in case a receiver or trustee is appointed for Metropolitan Dealer, or in case Metropolitan Dealer makes an assignment for the benefit of creditors, or in case of breach of this agreement on the part of Metropolitan Dealer, or in case Metropolitan Dealer or any of its officers or managers shall be convicted under any criminal laws (state or Federal), or in case Metropolitan Dealer or any of its managers shall convert any property or misappropriate any money or other third parties, or in case Metropolitan Dealer in the case of officers or managers, or in case Metropolitan Dealer fails to secure a Dealer's license or a renewal thereof in those states requiring Dealer's license.

TERMINATION OF AGREEMENTS

Cancellation or termination of this agreement will not release Metropolitan Dealer from payment of any sum then owing to Distributor, nor from payment for trucks or equipment for sale, or parts ordered by Metropolitan Dealer and not delivered to him prior to termination or notice of cancellation. Notwithstanding the Right of Cancellation provisions, any termination of this agreement shall require the Metropolitan Dealer to enter into a new agreement with said Company or any one it may designate. If during the notice period Metropolitan Dealer fails to enter into a new agreement with The White Motor Company, Distributor shall have the right to obtain such products from The White Motor Company or anyone it may designate.

DETACH AND RETURN		
City <u>Punta Yan,</u>	State <u>New York</u>	Date <u>February 1, 1958</u>
Received from <u>PARKER WHITE TRUCKS, INC.</u>		Metropolitan Dealer Price List—
Name of Distributor		
Appendix C effective February 1, 1958, the terms of which are accepted and agreed to.		
<u>[Signature]</u>	<u>PARKER WHITE TRUCKS</u>	
Witness	Name of Metropolitan Dealer	
By <u>[Signature]</u>		

3015

[fol. 3016]

M.D.B. - 1

Supplement to Metropolitan Dealer Selling Agreement

Between

Distributor

and

Metropolitan Dealer

Dated

It is hereby stated that the following conditions shall be a part of the Metropolitan Dealer Selling Agreement for the sale of Autocar trucks and Autocar parts under the subject title.

SALES PRIVILEGE AND TERRITORY

It is the intent of this supplement that the words "Autocar" as they appear in the Metropolitan Dealer Selling Agreement also embrace "AUTOCAR" trucks.

ADJUSTMENT ON OUTSIDE DELIVERIES

The provisions of this article shall apply to the sale of Autocar trucks and the adjustment shall be the same as that in the latest issue of the applicable "Metropolitan Dealer Price List-Appendix C".

PRICE, DISCOUNTS AND TERMS

The point of delivery shall be F.O.B. Factory. The price, discounts and terms shall be as set forth in the latest issue of the applicable "Metropolitan Dealer Price List-Appendix C". The said Metropolitan Dealer Selling Agreement and this supplement shall cover only such models of Autocar trucks as are set forth in the latest issue of the applicable "Metropolitan Dealer Price List-Appendix C".

ADJUSTMENT ON ACCOUNT

The provisions of this article shall apply to the purchase of Autocar trucks.

SALES UNACCEPTABLE TO METROPOLITAN DEALER

The provisions of this article shall apply to the sale of Autocar trucks.

SERVICE AND HANDLING ALLOWANCE ON NATIONAL ACCOUNTS

The provisions of this article shall apply to the sale of Autocar trucks. The service and handling allowance on sales of Autocar trucks to National Accounts shall be as set forth in the latest issue of the applicable "Metropolitan Dealer Price List-Appendix C".

PARTS SALES AND DISCOUNTS

It is the intent of this supplement that the words "Autocar Parts and Accessories" as they appear in this article of the Metropolitan Dealer Selling Agreement also embrace "AUTOCAR" parts and accessories. "AUTOCAR" parts sales and discounts shall be those outlined in the latest issue of the applicable "Metropolitan Dealer Price List-Appendix C".

3016

[fol. 3017]

DETACH AND RETURN		
City <u>Born Yan,</u>	State <u>New York</u>	Date <u>January 10, 1958</u>
Received from <u>PARKER WHITE TRUCKS, INC.</u>		Price List Appendix A (superseding
Name of Distributor		
all previous lists) effective January 10, 1958, the terms of which are accepted and agreed to.		
<u>Leon P. Lee</u>	<u>MARTIN JONES</u>	
Witness	Name of Metropolitan Dealer	
By <u>Lee P. Lee</u>		

DETACH AND RETURN		
City <u>Born Yan,</u>	State <u>New York</u>	Date <u>November 15, 1957</u>
Received from <u>PARKER WHITE TRUCKS, INC.</u>		Price List Appendix A (superseding
Name of Distributor		
all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to.		
<u>Leon P. Lee</u>	<u>MARTIN JONES</u>	
Witness	Name of Metropolitan Dealer	
By <u>Lee P. Lee</u>		

DETACH AND RETURN		
City <u>Born Yan,</u>	State <u>New York</u>	Date <u>November 15, 1957</u>
Received from <u>PARKER WHITE TRUCKS, INC.</u>		Price List Appendix B (superseding
Name of Distributor		
all previous lists) effective November 15, 1957, the terms of which are accepted and agreed to.		
<u>Leon P. Lee</u>	<u>MARTIN JONES</u>	
Witness	Name of Metropolitan Dealer	
By <u>Lee P. Lee</u>		

[fol. 3018]

DETACH AND RETURN

City _____ State _____ Date _____ 19__

Received from _____ Please list Appendix A superseding

Name of Distributor

all previous lists) effective November 15, 1956, the terms of which are accepted and agreed to.

Witness _____

Name of Metropolitan Leader _____

By _____

DETACH AND RETURN

City _____ State _____ Date _____ 19__

Received from _____ Please list Appendix B superseding

Name of Distributor

all previous lists) effective November 15, 1956, the terms of which are accepted and agreed to.

Witness _____

Name of Metropolitan Leader _____

By _____

3018

500

[fol. 3019]

FD-300 (4-54)

WHOLESALE APPOINTMENT NOTICE 11/25/56

Region Metropolitan (55) Branch _____ Type of Contract Wholesale Dealer
 Firm Name Martin Jones Contract Effective 10-1-56
 Address 100 E. 1st St. St. Penn Yan City New York State
 Owner Martin Jones

Exceptions to Standard Agreement

✓	COPIES	✓	REMARKS TO DEPARTMENTS
	Advertising Dept.		PLEASE NOTE: Formerly a dealer under the Rochester distributorship. Recontracted as of 10-1-56 as a Metropolitan Dealer under: Parker White Trucks, Inc. 69-71 Humboldt Street Rochester, New York
	Demonstration Dept.		
	Credit Dept.		
	Parts & Service Dept.		
	Printing Dept.		
	Service Sales Division		
	Shipping Dept.		
	Traffic Dept.		
	Sales Training Dept.		

WHOLESALE DIVISION

DETACH AND RETURN

City New York State New York Date 11-25-56

By Martin Jones Name of Representative Date List Appendix A (superceding)

(If previously signed, the date November 15, 1955, the terms of which are hereby superseded.)

Witness

By Martin Jones Dealer

3019-

[Fol. 3020]

DETACH AND RETURN

City NEW YORKApproved by JOHN F. BURNETT

Name of Contractor

All previous bids effective November 15, 1955 the terms of which are as follows:

Witness

207

502

[fol. 3021]



INTEROFFICE LETTER

To Mr. W. C. Gresham
Sales Manager

From Mr. J. S. McGrath

Office Cleveland Region Date November 1935

Subject Martin Jones - Metropolitan Dealer
Yonk Yan, New York

MAIL
DIVISION Wholesale Division - R.C.

cc - Mr. E. Harrison

Dear Noah:

I am attaching four copies of Metropolitan Dealer Selling Agreement between Parker White Trucks, Inc. and Martin Jones, of Yonk Yan, New York. This contract replaces the former Dealer Selling Agreement, dated January 1, 1935, and is therefore merely a continuation of an existing contract.

No credit arrangements are made for a Dealer of this type.

J.S. :VB
e.c.

J. S. McGrath

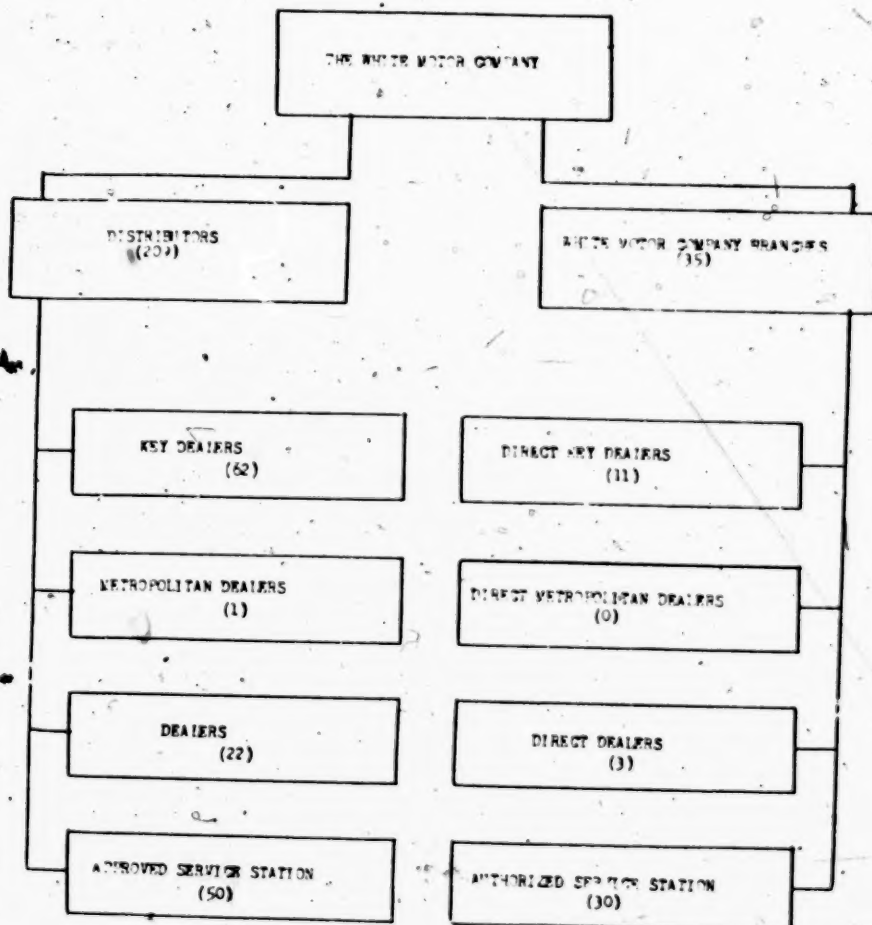
File

3021

copies retained. 11-26-35

[fol. 3022]

PLAINTIFF'S EXHIBIT (EDGERTON) 36



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DEC 21 1961

JOHN F. DAVIS, CLERK

In the Supreme Court of the United States

OCTOBER TERM, 1961

No. ~~849~~ 57

THE WHITE MOTOR COMPANY

Appellant,

vs.

UNITED STATES OF AMERICA

Appellee.

RECEIVED

MAY 10 1962

OFFICE OF THE CLERK
SUPREME COURT, U.S.

**ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO,
EASTERN DIVISION.**

JURISDICTIONAL STATEMENT.

**JOHN H. WATSON, JR.,
JOHN T. SCOTT,
JAMES M. PORTER,**

**1649 Union Commerce Building,
Cleveland 14, Ohio,
*Counsel for Appellant.***